NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
April 8, 2025
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in Regular Session at the above location, date, and time to consider the items set forth below. It is the intent of the Commissioners Court to have a quorum physically present at the meeting. Up to two (2) Commissioners Court members may participate by videoconference call in accordance with the Texas Open Meetings Act.

1. Review and approval of minutes.

2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.

CONSENT AGENDA
The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 3 – 35)

3. Discuss, consider, and take appropriate action on a line item transfer for Facilities.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004962	Janitorial Contract Services	$17,335.00
To	0100.0509.004232	Training, Conference, Seminars	$17,335.00

4. Discuss, consider, and take appropriate action on a line item transfer for Facilities.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004962	Janitorial Services	$5,287.00

To	0100.0509.005741	Computer Software >$5,000	$5,287.00

5. Discuss, consider and take appropriate action on a line item transfer for the District Attorney's Office from Non-Departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non Dept/Contingencies	$30,000
TO	0100-0440-004100	DistAtty/Professional Svcs.	$30,000

6. Discuss, consider and take appropriate action on approving compensation changes, position title changes, position grade changes, and any corresponding line item transfers.

7. Discuss, consider and take appropriate action on approving Amendment #2 for the Armored Courier Services with Garda CL Southwest, Inc., with the contract term commencing on January 12, 2025 and extending the lead time and expiration of the contract to January 11, 2026, and authorizing the execution of the amendment.

8. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 1, March 2025 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

9. Discuss, consider, and take appropriate action to approve Justice of the Peace Precinct 2 March 2025 Monthly Report in compliance with Code of Criminal Procedure 103.005.

10. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenue for Veteran Services Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	540.00

11. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Veteran Services donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Donations	540.00

12. Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances to acknowledge that Veteran Services has received a donation of $1,890.00 in assorted gift cards on receipt #143066.

13. Discuss, consider and take action on Subrecipient Agreements between Williamson County and the City of Taylor, and Williamson County and Helping Hands of Georgetown for Community Development Block Grant funding.

14. Discuss, consider and take action on Subrecipient Agreements between Williamson County and the City of Granger for Community Development Block Grant funding.

15. Discuss, consider and take appropriate action on a request from the Office of Emergency Management to apply for FEMA Hazard Mitigation Grant Program to fund warning/tornado sirens for the cities of Weir and Granger.

16. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed solicitations for a Virtual Reality Training System for Williamson County Jail under RFP #25RFP43.

17. Discuss, consider and take appropriate action on approving the service contract #2025137 between Williamson County and Charles Richard Guerra for livestock wrangler services for the Sheriff's Office in the not-to-exceed amount of $10,000 per year and authorizing the execution of the Agreement.

18. Discuss, consider, and take appropriate action on awarding IFB #25IFB19, Animal Shelter Pharmaceuticals and Clinic Supplies, on a per-item basis, to Patterson Veterinary, one of four responsive bidders as per attached documentation, and authorizing the execution of the agreement.

19. Discuss, consider, and take appropriate action on awarding IFB #25IFB19, Animal Shelter Pharmaceuticals and Clinic Supplies, on a per-item basis, to North American Rescue Medical Depot LLC, one of four responsive bidders, as per attached documentation, and authorizing the execution of the agreement.

20. Discuss, consider, and take appropriate action on awarding IFB #25IFB19, Animal Shelter Pharmaceuticals and Clinic Supplies, on a per-item basis, to Rally, Inc., one of four responsive bidders, as per attached documentation and authorizing the execution of the agreement.

21. Discuss, consider, and take appropriate action on awarding IFB #25IFB19, Animal Shelter Pharmaceuticals and Clinic Supplies, on a per-item basis, to Agni Enterprises, LLC, one of four responsive bidders, as per attached documentation, and authorizing the execution of the agreement.

22. Discuss, consider, and take appropriate action on approving an Addendum to the original contract, as approved by the Commissioner’s Court on February 25, 2025, under agenda item #17, for additional costs related to the Spay and Neuter Services, performed by Animal Balance, increasing the total cap of the agreement from $35,000 to $50,000.00, and authorizing the execution of the addendum.

23. Discuss, consider, and take appropriate action on approving the Service Agreement #2025176 between Williamson County and A3 Communications d/b/a BryComm for the relocation of fiber at the Justice Center located at 405 Martin Luther King Jr. Street for the amount of $3,558.00 and authorizing the execution of this agreement pursuant to DIR cooperative contract DIR-CPO-4777.

24. Discuss, consider, and take appropriate action on the approval of the Service and Goods Contract #2025192 between A3 Communications dba BryComm and Williamson County for MDF/IDF renovation of fiber network cabling at Lake Creek Annex, for the amount of $60,485.02, pursuant to DIR contract #DIR-CPO-4777, and authorizing the execution of the goods and service contract, funding source is P632.

25. Discuss, consider and take appropriate action approving the service contract #2025197 between Williamson County and Mission Critical Partners, LLC for radio tower site support as per HGACBUY contract #HP08-21, in the amount of $33,610.00, and authorize execution of the agreement. Funded under project P633.

26. Discuss, consider, and take appropriate action on approving Change Order 2 (CO2) #2025195 between Williamson County and Carahsoft Technology Corp. for ServiceNow CMDB Staff Augmentation Services for CMDB Expansion for a total amount of $40,320.00 pursuant to DIR contract #DIR-TSO-4288, and authorize the execution of the change order.

27. Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to Cleary Zimmermann Engineers, LLC, for Williamson County Jail North MDF Fan Coil, in the amount of Twenty-Four Thousand Five Hundred Dollars, $24,500.00 and authorize execution of the agreement.

28. Discuss, consider, and take appropriate action on Supplement No. 6 to Work Authorization No. 2 to the Road & Bridge On-Call Environmental Services contract executed on February 25, 2020, between Williamson County and SWCA Environmental Consultants relating to the CR 255 from CR 254 to Ronald Reagan Blvd. Road and Bridge project. Funding source: P546.

29. Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of $88,000.00 to expire on March 31, 2026 under Williamson County Contract for Engineering Services between Alliance Transportation Group, LLC and Williamson County dated June 14, 2022 for Honeysuckle Ln, Prairie Ln, Verbena Way Plans, Specifications and Estimates (PS&E) Package. Funding source: P488.

30. Discuss, consider and take appropriate action on Change Order No 1 to contract number 24IFB40 for CK Newberry, LLC a reduction in the amount of $92,418.55 for County Road Seal Coat Spring 2024. Funding Source: 01.0200.0210.003599.

31. Discuss, consider, and take appropriate action on Supplement No. 5 to Work Authorization No. 1 to the Corridor A2 from FM 3349 to SH 95 contract executed on August 17, 2023, between Williamson County and LJA Engineering, Inc. relating to the Corridor A2 schematic phase LTP Corridor project. Project: P628 Fund Source: LTP Corridor

32. Discuss, consider, and take appropriate action on Supplement No. 6 to Work Authorization No. 1 to the CR 134 / CR 132 Extension (Hutto Arterial) contract executed on April 7, 2020, between Williamson County and Gannett Fleming, Inc. (formerly DEC – Central Texas, LLC) relating to the 2019 Road Bond Program.
Project: P376 Fund Source: Road Bonds

33. Discuss, consider, and take appropriate action on Red Bud Lane Work Authorization No. 9 to the Road Bond On-Call Environmental Services contract executed on May 9, 2024, between Williamson County and SWCA Environmental Consultants relating to the 2023 Road Bond Program. Project: P657 Fund Source: Road Bonds

34. Discuss, consider, and take appropriate action on Supplement No. 2 to Work Authorization No. 1 to the Liberty Hill Bypass East (Segment 3) contract executed on March 19, 2024, between Williamson County and LJA Engineering, Inc. relating to the 2023 Road Bond Program. Project: P663 Fund Source: Road Bonds

35. Discuss, consider and take appropriate action on approval of the final plat for the Gindin subdivision – Precinct 4.

REGULAR AGENDA

36. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (James Richard Shannon) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

37. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Verna Jean Tibbs) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Eternal Peace Funeral Services to move forward with interment.

38. Discuss, consider, and take appropriate action on a proclamation designating April 2025 as Child Abuse Prevention and Awareness Month in Williamson County.

39. Discuss, consider and take appropriate action on an update on Williamson County's mental health system by Bluebonnet Trails Community Services.

40. Discuss, consider and take appropriate action on a District Office Lease Contract between Representative Terry M. Wilson, a Member of the House of Representatives of the State of Texas; the Committee on House Administration of the Texas House of Representatives of the State of Texas, as Lessee; and Williamson County, Texas, as Lessor, for the office space located at Williamson County Courthouse, 710 Main Street, Suite 242, Georgetown, Texas 78626, for a term commencing January 1, 2025 and ending December 31, 2026.

41. Discuss, consider, and take appropriate action on approving the Master Service Agreement (MSA) #2025159, between Williamson County and Empire Roofing Companies, Inc. for Roofing Repairs Services, in the not-to-exceed amount of $500,000.00, pursuant to Omnia Partners Cooperative Contract #02-75, and authorize execution of the agreement.

42. Discuss, consider, and take appropriate action on approving the Master Service Agreement (MSA) #2025123, between Williamson County and Life Safety Services, LLC for Inspection and Repair Services for Fire Exhaust Systems, in the not-to-exceed amount of $200,000.00, pursuant to Sourcewell Cooperative Contract #062421-LSS, and authorize execution of the agreement.

43. Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ32 for Geotech/Construction Materials Testing (CMT) Pool to the recommended firms, as per attached documentation, for a period of two (2) years, on an as-needed basis.

44. Discuss, consider, and take appropriate action on approving the Guaranteed Maximum Price Proposal (GMP) with awarded RFP #25RFP3 Construction Manager at Risk (CMAR) for the Williamson County Central Maintenance Facility– Fleet Shop Addition, with Chasco Constructors, Ltd. L.L.P., in the amount of Two Million One Hundred Seventy-One Thousand Eight Hundred Forty-Two Dollars ($2,171,842.00) and authorize the execution of the GMP between Williamson County and Chasco Constructors, Ltd. L.L.P, funding source is P608.

45. Receive and acknowledge approval of Change Order No. 4 from Chasco Constructors, Ltd., LLP for the Berry Springs Park Addition Project to extend time only due to lighting materials delay and PEC, the electrical provider, which was approved by Williamson County Facilities Senior Project Manager, Angel Gomez, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

46. Discuss, consider, and take appropriate action on authorizing Renewal #2 of contract #22RFP32 with The Door Company for Overhead Door Annual Preventative Maintenance Services, for the same terms and conditions as the existing contract, for a 12-month term beginning 10.1.2025 through 9.30.2026.

47. Discuss, consider, and take appropriate action on approving the Master Service Agreement, #2025181, between Williamson County and Texas AirSystems, LLC. For HVAC Equipment Services in the not-to-exceed amount of $500,000.00 pursuant to TIPS Cooperative Contract #25010501 and authorize execution of the agreement.

48. Discuss, consider, and take appropriate action regarding Change Order No. 8 in the amount of $14,333.44 for Project T3346 Southeast Loop Segment 1 Phase 1 (James Construction Group) P: 463 Funding Source: Road Bond.

49. Discuss, consider, and take appropriate action on Contract Amendment No. 1 to the Liberty Hill Bypass East (Segment 3) contract executed March 19, 2024, between Williamson County and LJA Engineering, Inc. relating to the 2023 Road Bond Program. Project: P663 Fund Source: Road Bonds

50. Discuss, consider and take appropriate action on a possession and use agreement for transportation purposes with Fidelity International Trust, William T. Peckman, as Trustee of the Fidelity International Trust, Media Choice, LLC and ACME Partnership, L.P. to acquire outdoor advertising sign (OAS) structure and easement rights in and across 2.239 AC of acquired right of way for the CR 314 project (Parcel 2). Funding Source: Bonds P364

51. Discuss, consider and take appropriate action on a claim for moving expenses with Marcelo's L.P. related to the right of way acquisition on CR 255--Parcel 54. Funding Source: TANS P588

52. Discuss, consider and take appropriate action on a real estate contract with Elsa Moore to acquire a 1.111 AC remainder tract related to the right of way acquisition on the Hero Way project (Parcel 205). Funding Source: LTP P457

53. Discuss, consider and take appropriate action on a Resolution and Advance Funding Agreement with TXDOT for a locally funded roadway improvement project on-system required for the Liberty Hill Bypass West at SH 29 and RM 1869. Funding Source: Road Bond (P662)

54. Discuss, consider and take appropriate action on a real estate contract with Realeander LLC to acquire 0.956 AC needed as right of way and 0.842 AC needed as an electric easement on the Ronald Reagan project. Funding Source: LTP P457

55. Discuss, consider and take appropriate action on a Rule 11 condemnation settlement agreement with CSM Mason Family, L.P. to acquire 36.029 AC (Parcel 209) needed as right of way, 0.334 AC and 0.099 AC (Parcel 209D Parts 1 and 2) needed as drainage easements for the Hero Way project. Funding Source: LTP P457

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

56. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to the proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property: Bud Stockton Dr.
b) Discuss the acquisition of real property for CR 143
c) Discuss the acquisition of real property for County Facilities.
d) Discuss the acquisition of real property for CR 255.
e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
f) Discuss the acquisition of real property for future SH 29 corridor.
g) Discuss the acquisition of right-of-way for Hero Way.
h) Discuss the acquisition of right-of-way for E. Wilco Highway.
i) Discuss the acquisition of right-of-way for Corridor A-2.
j) Discuss the acquisition of right-of-way for Corridor B
k) Discuss the acquisition of right-of-way for Corridor C.
l) Discuss the acquisition of right-of-way for Corridor D.
m) Discuss the acquisition of right-of-way for Corridor E.
n) Discuss the acquisition of right-of-way for Corridor F
o) Discuss the acquisition of right-of-way for Corridor H
p) Discuss the acquisition of right of way for Corridor J.
q) Discuss the acquisition of right of way for Arterial K.
r) Discuss the acquisition of right of way for Corridor I.
s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
t) Discuss the acquisition of right-of-way for CR 313.
u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
v) Discuss the acquisition of right of way for CR 314.
w) Discuss the acquisition of real property for the Seward Junction Loop
x) Discuss the acquisition of real property for CR 110N

y) Discuss the acquisition of real property for CR 175.
z) Discuss the acquisition of real property for Liberty Hill Bypass.
aa) Discuss the acquisition of real property for the Long Range Transportation Plan.
bb) Discuss property located at 9500 Lake Creek Parkway Austin, TX 78717
cc) Discuss the acquisition of real property for Williamson County Justice Center and Corrections Facilities

B. Property or Real Estate owned by Williamson County
Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
c) Sale of property located 747 County Rd. 138 Hutto, Texas
d) Discuss Blue Springs Blvd. property
e) Discuss potential sale of the Williamson County owned properties within the downtown Georgetown area.

57. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
Business prospect(s) that may locate or expand within Williamson County.

a) Project Skyfall
b) Project Garden
c) Project School Bus
d) Project Lunch Lady
e) Project Sequoia

58. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per Section 551.071, Texas Government Code, "Consultation with Attorney"), including the following:

a. Litigation:
1. Lawsuits and administrative complaints filed, served and/or received following the Williamson County Commissioners Court agenda submittal deadline
2. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas
3. Civil Action No. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
4. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
5. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas
6. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas
7. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
8. Civil Action No. 1:23-cv-01120; Jeremy Story v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
9. Civil Action No. 1:24-cv-00318-DII; Laura Pressley et al. v. Jane Nelson et al.; In the United States District Court for the Western District of Texas, Austin Division
10. Civil Action No. 1:23-cv-00759-RP; Derrick Neal v. Williamson County and Cities Health District, et al.; In the United States District Court for the Western District of Texas, Austin Division

11. Cause No. 23-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480th Judicial District Court; Williamson County, Texas
12. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas
13. Civil Action No. 1:24-cv-01183; Johnny Joe Tijerina v. Andrew Rodriguez, et al.; in the United States District Court for the Western District of Texas, Austin Division
14. Civil Action No. 1:24-cv-1043-DII; Luis J. Ortiz Hernandez v. Williamson County, Texas; in the United States District Court for the Western District of Texas, Austin Division
15. Cause No. 24-2467-C425; Carlos Turcios, et al. v. Williamson County, et al; In the 425th Judicial District Court of Williamson County, Texas
16. Cause No. 24-2687-C395; Paul Johnson v. Williamson County Tax Office; In the 395th Judicial District Court of Williamson County, Texas
17. Cause No. 24-3042-C26; Susann Wirkes v. Chinogringo Properties, LLC, et al., In the 26th Judicial District Court of Williamson County, Texas
18. Cause No. 25-0488-C425; Williamson County, Siena Municipal Utility District No. 1, and Siena Municipal Utility District No. 2 v. The Cameron County Housing Finance Corporation, In the 425th Judicial District of Williamson County, Texas.
19. Cause No. 25-0456-C368; Ryan Markowski v. The State of Texas, et al.; In the 368th Judicial District Court of Williamson County, Texas.
20. Cause No. 24-2170-C395; Lakeside Apartments Round Rock TX LLC, Enclave Apartments Round Rock TX LLC, Lynd Living Legends Apartments LLC, and Lynd Living Legends at Lakeline Apartments LLC v. Williamson Central Appraisal District, In the 395th Judicial District, Williamson County

b. Administrative Complaints:

1. EEOC Charge No.: 451-2025-01739; B.R.
2. EEOC Charge No.: 451-2025-02018; J.S.

c. Claims:

1. Claim No. 09252024-560-347 - auto liability claim by Madisyn Grace Thomas for incident occurring on or about 09/25/2024.

d. Other:

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
2. Legal matters pertaining to tax exemptions for private apartment developers under the Texas Public Facility Corporation Act, codified as Texas Local government Code Chapter 303, and Texas Housing Finance Corporations Act, codified as Texas Local Government Code Chapter 394.
3. Legal matters and potential litigation relating to the non-profit status of EPCOR/ 130 Regional Water Supply Corporation.
4. Legal matters pertaining to rules under Chapter 56 in Title 1 of the Texas Administrative Code relating to reporting requirements of District and County Attorneys in counties with a population of 500,000 or more.
5. Legal matter pertaining to regulation of firearms on Williamson County premises.
6. Legal matters pertaining to the Sheriff's Office Civil Service Commission staffing and representation.
7. Legal matters relating to amendments to the Williamson County Regional Animal Shelter Agreement and an Agreement Regarding Expansion Construction and Joint Use of the Williamson County Regional Animal Shelter between Williamson County and the City of Georgetown.
8. Legal matters relating to Williamson County ESD No. 9 SUT Election 2024.

59. Discuss and deliberate the employment and duties of the Williamson County Manager (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

60. Discuss security assessments or deployments relating to information resources technology; network security information as described by Texas Gov't Code Section 2059.055(b); and/or (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices. (Executive Session as per Texas Gov't. Code § 551.089).

61. Interview candidates for the Office of Williamson County Judge and deliberate the appointment, of the Williamson County Judge (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

REGULAR AGENDA (continued)

62. Discuss, consider, and take appropriate action on the appointment of the Williamson County Judge to serve until the next general election (Tex. Local Gov't Code §87.041).

63. Discuss, consider, and take appropriate action on setting dates for holding Special Sessions of the Williamson County Commissioners Court.

64. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:

a. Litigation:

1. Lawsuits and administrative complaints filed, served and/or received following the Williamson County Commissioners Court agenda submittal deadline
2. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas
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17. Cause No. 24-3042-C26; Susann Wirkes v. Chinogringo Properties, LLC, et al., In the 26th

Judicial District Court of Williamson County, Texas

18. Cause No. 25-0488-C425; Williamson County, Siena Municipal Utility District No. 1, and Siena Municipal Utility District No. 2 v. The Cameron County Housing Finance Corporation, In the 425th Judicial District of Williamson County, Texas.

19. Cause No. 25-0456-C368; Ryan Markowski v. The State of Texas, et al.; In the 368th Judicial District Court of Williamson County, Texas.

20. Cause No. 24-2170-C395; Lakeside Apartments Round Rock TX LLC, Enclave Apartments Round Rock TX LLC, Lynd Living Legends Apartments LLC, and Lynd Living Legends at Lakeline Apartments LLC v. Williamson Central Appraisal District, In the 395th Judicial District, Williamson County

b. Administrative Complaints:

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2. EEOC Charge No.: 451-2025-02018; J.S.

c. Claims:

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d. Other:

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3. Legal matters and potential litigation relating to the non-profit status of EPCOR/ 130 Regional Water Supply Corporation.
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5. Legal matter pertaining to regulation of firearms on Williamson County premises.
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8. Legal matters relating to Williamson County ESD No. 9 SUT Election 2024.

65. Discuss, consider and take appropriate action regarding the employment and duties of the Williamson County Manager (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

66. Comments from Commissioners.

67. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

_____
Valerie Covey, Presiding Officer

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 4th day of April 2025 at 10:00 A.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 04/08/2025

Line Item Transfer

Submitted For: Dale Butler **Submitted By:** Leah Liesmann, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Facilities.

Background

Need additional funds for the remainder of the FY for training.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004962	Janitorial Contract Services	$17,335.00
To	0100.0509.004232	Training, Conference, Seminars	$17,335.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/02/2025 10:08 AM
Budget Office	Saira Hernandez	04/02/2025 10:27 AM
Form Started By: Leah Liesmann		Started On: 04/01/2025 07:53 AM
Final Approval Date: 04/02/2025		

Commissioners Court - Regular Session **4.**

Meeting Date: 04/08/2025

Line Item Transfer

Submitted For: Dale Butler **Submitted By:** Gina Wrehsnig, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Facilities.

Background

Need additional funds for the remainder of the FY for Building Automation software upgrade.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004962	Janitorial Services	$5,287.00
To	0100.0509.005741	Computer Software >$5,000	$5,287.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/03/2025 01:43 PM
Budget Office	Saira Hernandez	04/03/2025 03:01 PM
Form Started By: Gina Wrehsnig		Started On: 04/03/2025 10:55 AM
Final Approval Date: 04/03/2025		

Commissioners Court - Regular Session **5.**

Meeting Date: 04/08/2025

Line Item Transfer

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the District Attorney's Office from Non-Departmental.

Background

This is a Line Item Transfer for funding requested by the Williamson County District Attorney for taking any actions necessary in relation to rules under Chapter 56 in Title 1 of the Texas Administrative Code relating to reporting requirements of District and County Attorneys.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non Dept/Contingencies	$30,000
TO	0100-0440-004100	DistAtty/Professional Svcs.	$30,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/03/2025 10:22 AM
Form Started By: Ashlie Holladay		Started On: 04/02/2025 07:27 PM
Final Approval Date: 04/03/2025		

Commissioners Court - Regular Session **6.**

Meeting Date: 04/08/2025

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving compensation changes, position title changes, position grade changes, and any corresponding line item transfers.

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Allen Frederick	04/02/2025 01:06 PM
County Judge Exec Asst.	Andrea Schiele	04/02/2025 03:07 PM
Form Started By: Kayla Marek		Started On: 04/02/2025 12:10 PM
Final Approval Date: 04/02/2025		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
County Clerk	Deputy County Clerk.0651.001100.	17320	$43,263.36	$1,730.54	4.00	$44,993.89	-	MERIT	11-Apr-25
Juvenile Grant	Juv Prob Officer II Grant.1036.001100.	15779	$66,136.54	$1,322.73	2.00	$67,459.27	-	MERIT	11-Apr-25

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0100	0403	001100	1,730.54	
01	0100	0403	002010	132.39	
01	0100	0403	002020	277.75	
01	0100	8002	001130		1,730.54
01	0100	8002	002010		132.39
01	0100	8002	002020		277.75
01	0100	0576	001100	1,322.73	
01	0100	0576	001130		1,322.73

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0499 Tax Assessor/Collector	1703	17172	$39,677.48	$39,677.48	$45,499.42	$40,134.44	$5,364.98	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1703 to PCN 2165.	4/11/2025
0499 Tax Assessor/Collector	2165	Vacant	N/A	N/A	$40,100.97	$45,465.95	N/A	$5,364.98	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1703 to PCN 2165.	4/11/2025
0499 Tax Assessor/Collector	1444	14502	$50,824.99	$50,824.99	$64,462.10	$52,197.29	$12,264.81	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1444 to PCN 2164, PCN 1487, PCN 1911.	4/11/2025
0499 Tax Assessor/Collector	2164	Vacant	N/A	N/A	$39,535.60	$45,465.95	N/A	$5,930.35	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1444 to PCN 2164, PCN 1487, PCN 1911.	4/11/2025
0499 Tax Assessor/Collector	1487	Vacant	N/A	N/A	$39,527.28	$45,465.95	N/A	$5,938.67	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1444 to PCN 2164, PCN 1487, PCN 1911.	4/11/2025
0499 Tax Assessor/Collector	1911	Vacant	N/A	N/A	$45,070.16	$45,465.95	N/A	$395.79	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1444 to PCN 2164, PCN 1487, PCN 1911.	4/11/2025

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0499 Tax Assessor/Collector	1428	16464	$42,063.93	$42,063.93	$47,671.63	$42,189.91	$5,481.72	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1428 to PCN 1704, PCN 1439.	4/11/2025
0499 Tax Assessor/Collector	1704	Vacant	N/A	N/A	$43,517.37	$45,465.95	N/A	$1,948.58	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1428 to PCN 1704, PCN 1439.	4/11/2025
0499 Tax Assessor/Collector	1439	Vacant	N/A	N/A	$46,628.43	$50,161.57	N/A	$3,533.14	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1428 to PCN 1704, PCN 1439.	4/11/2025
0499 Tax Assessor/Collector	1806	17013	$40,167.62	$40,167.62	$42,725.84	$40,167.62	$2,558.22	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1806, PCN 1442, PCN 1440 to PCN 1762.	4/11/2025
0499 Tax Assessor/Collector	1442	16984	$40,282.25	$40,282.25	$42,762.29	$40,282.25	$2,480.04	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1806, PCN 1442, PCN 1440 to PCN 1762.	4/11/2025
0499 Tax Assessor/Collector	1440	17126	$39,772.84	$39,772.84	$42,270.65	$39,772.84	$2,497.81	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1806, PCN 1442, PCN 1440 to PCN 1762.	4/11/2025

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0499 Tax Assessor/Collector	1762	Vacant	N/A	N/A	$47,622.35	$55,158.42	N/A	$7,536.07	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1806, PCN 1442, PCN 1440 to PCN 1762.	4/11/2025
0560 Sheriff's Office	1291	17293	$76,948.00	$76,948.00	$84,924.15	$83,291.62	$1,632.53	N/A	Reallocation of position budget to accomodate prior service credit as allowed by policy. Surplus salary from PCN 1291 to PCN 1358.	4/11/2025
0560 Sheriff's Office	1358	Vacant	N/A	N/A	$81,626.45	$83,258.98	N/A	$1,632.53	Reallocation of position budget to accomodate prior service credit as allowed by policy. Surplus salary from PCN 1291 to PCN 1358.	4/11/2025
0210 Unified Road Systems	1588	15637	$48,700.56	$48,700.56	$52,613.12	$48,700.56	$3,912.56	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1588, 1574, 1544 & 1657 to PCN 1702.	4/11/2025
0210 Unified Road Systems	1574	16305	$48,700.56	$48,700.56	$51,500.00	$48,700.56	$2,799.44	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1588, 1574, 1544 & 1657 to PCN 1702.	4/11/2025

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0210 Unified Road Systems	1544	17185	$50,012.56	$50,012.56	$55,780.05	$50,012.56	$5,767.49	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1588, 1574, 1544 & 1657 to PCN 1702.	4/11/2025
0210 Unified Road Systems	1657	17139	$46,061.60	$46,061.60	$47,091.61	$46,104.42	$987.19	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1588, 1574, 1544 & 1657 to PCN 1702.	4/11/2025
0210 Unified Road Systems	1702	Vacant	N/A	N/A	$45,836.73	$59,303.41	N/A	$13,466.68	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1588, 1574, 1544 & 1657 to PCN 1702.	4/11/2025
0210 Unified Road Systems	1511	11628	$64,251.20	$64,251.20	$73,707.72	$64,251.20	$9,456.52	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1511 & 1566 to PCN 1880.	4/11/2025
0210 Unified Road Systems	1566	15173	$50,781.47	$50,781.47	$60,531.61	$56,150.67	$4,380.94	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1511 & 1566 to PCN 1880.	4/11/2025
0210 Unified Road Systems	1880	Vacant	N/A	N/A	$45,465.95	$59,303.41	N/A	$13,837.46	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1511 & 1566 to PCN 1880.	4/11/2025

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0210 Unified Road Systems	1967	Vacant	N/A	N/A	N/A	N/A	N/A	N/A	Conversion: Title and Grade Change Only--Engineer I (B.38) to Engineer II (B.40). No fiscal impact.	4/11/2025
0882 Fleet Services	917	12526	$48,649.39	$48,649.39	$51,810.49	$48,649.39	$3,161.10	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0917 to PCN 0925	4/11/2025
0882 Fleet Services	925	Vacant	N/A	N/A	$54,889.20	$58,050.30	N/A	$3,161.10	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0917 to PCN 0925	4/11/2025
0661 OSSF	1820	17433	$50,161.57	$50,161.57	$56,447.10	$50,161.57	$6,285.53	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1820 to PCN 2126	4/11/2025
0661 OSSF	2126	Vacant	N/A	N/A	$66,768.95	$73,054.48	N/A	$6,285.53	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0917 to PCN 0925	4/11/2025

***Amount may vary slightly due to Oracle rounding**

Commissioners Court - Regular Session **7.**

Meeting Date: 04/08/2025

Approval of Amendment #2 for Armored Car Services with Garda CL Southwest, Inc. for the Treasures Department

Submitted For: Joy Simonton **Submitted By:** Koren Shannon, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Amendment #2 for the Armored Courier Services with Garda CL Southwest, Inc., with the contract term commencing on January 12, 2025 and extending the lead time and expiration of the contract to January 11, 2026, and authorizing the execution of the amendment.

Background

Williamson County desires to contract with an Armored Courier Service company for the transport of cash, checks and general mail, for delivery from the County Treasurer's Office and Tax Office to a designated bank. RFP #25RFP1 Armored Courier Service was issued, but no submissions were received. A No Award notice was approved by Commissioners Court on 01.14.2025. A quote for one year of service was obtained per policy, by Garda CL Southwest, Inc., resulting in Amendment #2, extending services for an additional term of one (1) year until January 11, 2026. The contract and rate sheet is attached. Funding source is 01.0100.0497.004300 per FY25 budget. Orig 873. The department point of contact is Scott Heselmeyer. The vendor is pubically traded, therefore a 1295 form is not required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Garda CL Southwest, Inc Amendment and Extension

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/02/2025 03:03 PM
County Judge Exec Asst.	Andrea Schiele	04/02/2025 03:05 PM
Form Started By: Koren Shannon		Started On: 03/31/2025 11:38 AM
Final Approval Date: 04/02/2025		

AMENDMENT AND
EXTENSION AGREEMENT

County: Williamson County, Texas, a political subdivision of the State of Texas

County's Mailing Address:

710 Main Street
Suite 101
Georgetown, Texas 78626

Vendor: Garda CL Southwest, Inc.

Vendor's Mailing Address:

2000 NW Corporate Blvd.
Boca Raton, FL 33431

Agreement Subject of this Amendment and Extension Agreement:

Armored Car Services Agreement dated June 2, 2020, by and between Vendor and County (the "Agreement").

Agreement to Extend Agreement:

Vendor and County hereby agree to extend the Agreement for an additional term of one (1) year commencing effective as of January 12, 2025, and ending on midnight of January 11, 2026 ("Extended Term").

Amendment of Agreement Terms, Covenants and Conditions

Amendment to Schedule A

County and Vendor hereby agree the monthly rates set forth in Schedule A of the Agreement shall be amended as set forth in **Attachment 1**, and that such monthly rates in **Attachment 1** shall supplant and replace the current rates and become effective as of the last party's execution below.

Extent of Amendment

To the extent that any terms, covenants, or conditions of the Agreement contradict or conflict with the terms of this Amendment and Extension Agreement, the terms of this Amendment and Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term and any extended term thereafter.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment and Extension Agreement to be effective as of the date of the last party's execution below.

VENDOR:

Garda CL Southwest, Inc.

By: _____

Printed Name: Jennifer Frankel

Representative
Capacity: SVP Finance

Date: March 13, 2025

COUNTY:

Williamson County, Texas

By: _____

Representative
Capacity: As Presiding Officer of
Williamson County Commissioners Court

Date: _____ ____, 20____

Attachment 1

Site #	Site Name	Address	City	St	Product	Monthly Price	Frequency	Days of Service
714679	Williamson County Treasurer's Office	710 SOUTH MAIN STREET	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	600.82	Weekly	_MTWRF_
714680	Williamson County Tax Assessor Main	904 SOUTH MAIN STREET	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	600.82	Weekly	_MTWRF_
714681	Williamson County Cedar Park Annex	350 DISCOVERY BOULEVARD	CEDAR PARK	TX	ARMORED TRANSPORTATION SERVICE	600.82	Weekly	_MTWRF_
714682	Williamson County Taylor Annex	412 VANCE STREET	TAYLOR	TX	ARMORED TRANSPORTATION SERVICE	742.94	Weekly	_MTWRF_
714683	Williamson County Jester Annex	1801 EAST OLD SETTLERS BOULEVARD	ROUND ROCK	TX	ARMORED TRANSPORTATION SERVICE	600.82	Weekly	_MTWRF_
714684	Williamson County and Cities Health Dist	355 TEXAS AVENUE	ROUND ROCK	TX	ARMORED TRANSPORTATION SERVICE	392.86	Weekly	_M_W_F_
714685	Williamson Cnty Health Dist - Georgetown	115 WEST 6TH STREET	TAYLOR	TX	ARMORED TRANSPORTATION SERVICE	392.86	Weekly	_M_W_F_
714686	Williamson County Justice Center	405 MARTIN LUTHER KING JR STREET	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	600.82	Weekly	_MTWRF_
714687	Williamson County Sheriff's Office	508 SOUTH ROCK STREET	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	392.86	Weekly	_M_W_F_
714688	Williamson Cnty Justice of the Peace #4	211W WEST 6TH STREET	TAYLOR	TX	ARMORED TRANSPORTATION SERVICE	392.86	Weekly	_M_W_F_
714689	Williamson County Inner Loop Annex	301 SE INNER LOOP	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	392.86	Weekly	_M_W_F_
714691	Williamson Cnty WilcoWayAnnex/Purch Dep	100 WILCO WAY	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	600.82	Weekly	_MTWRF_
714693	Williamson County EMS	3189 SE INNER LOOP	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	283.95	Weekly	__T__F_
714694	Williamson Cnty Juvenile Facility Servic	1821 SE INNER LOOP	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	283.95	Weekly	__T__F_
714695	Williamson Cnty Maint Facility/Road Dist	3151 SE INNER LOOP	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	283.95	Weekly	__T__F_
714696	Williamson Cnty Regional Animal Shelter	1855 SE INNER LOOP	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	283.95	Weekly	__T__F_
714698	Williamson Cnty Southwest Regional Park	219 PERRY MAYFIELD	LEANDER	TX	ARMORED TRANSPORTATION SERVICE	283.95	Weekly	___W_F_
714699	Williamson Cnty Cntl TX Treatment Cntr.	601 NORTH ALLIGATOR STREET	GRANGER	TX	ARMORED TRANSPORTATION SERVICE	143.37	Weekly	___W___

Attachment 1

714700	Williamson County Expo Center	210 CARLOS G PARKER BOULEVARD NW	TAYLOR	TX	ARMORED TRANSPORTATION SERVICE	170.6	Weekly	___W___
714701	Williamson County / Berry Springs Park	1801 COUNTY ROAD 152	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	170.6	Weekly	___W___
828590	Williamson County River Ranch Cty Park	194 REVEILLE WAY	LIBERTY HILL	TX	ARMORED TRANSPORTATION SERVICE	245.79	Weekly	__T__F_

Garda's standard 10% security surcharge and 15% insurance surcharge is applicable
Variable rates updated to the following:

Attribute	Allowance	Fee	
EXCESS LIABILITY ($000's) $	$100k	$0.62	Site 714679 - $1M
EXCESS ITEMS $	10	$2.58	Site 714679 - 30 items
EXCESS PREMISE TIME $	10	$4.89	
DED Armored Car Serv 2 HR MIN $	n/a	$200.85	
HOLIDAY SERVICE $	n/a	$87.55	
OFF DAY IN-ROUTE $	n/a	$51.50	Surcharge per unit rate

Custom Fuel Surcharge Index and Methodology:

Our fuel surcharge calculation method is based on the 3-week rolling average of the U. S. Energy Information Administration (eia.doe.gov). The Department of Energy website is updated every Tuesday, and the National average is the benchmark used. Each month, the 3-week rolling average will be recalculated and the surcharge will be adjusted up or down based on the following matrix: For any 3-week U.S. National Average Diesel Fuel price over $8.00 add an additional 1% for every $0.25 per gallon increase.

Price per Gallon	Surcharge
Below- $2.50	0%
$2.501-$2.75	1%
$2.751-$3.00	2%
$3.001-$3.25	3%
$3.251-$3.50	4%
$3.501-$3.75	5%
$3.751-$4.00	6%
$4.001-$4.25	7%
$4.251-$4.50	8%
$4.501-$4.75	9%
$4.751-$5.00	10%
$5.001-$5.25	11%
$5.251-$5.50	12%
$5.501-$5.75	13%
$5.751-$6.00	14%

Commissioners Court - Regular Session **8.**

Meeting Date: 04/08/2025

JP1 EOM MARCH 2025

Submitted For: KT Musselman **Submitted By:** Misty Lamb, J.P. Pct. #1

Department: J.P. Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 1, March 2025 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP1 EOM MARCH 2025

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/03/2025 10:22 AM
Form Started By: Misty Lamb		Started On: 04/03/2025 09:26 AM
Final Approval Date: 04/03/2025		

IN COMPLIANCE WITH ARTICLE 103

CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared KT Musselman, Justice of the Peace, Precinct 1, Williamson County, who, on his oath, stated that the attached report of money collected is true and correct report for the month of March 2025

DETAILED REPORT IS AVAILABLE THROUGH THE AUDITOR'S OFFICE.

KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE

On this 3rd day of April 2025 to certify which witness my hand and seal of office.

MISTY LAMB
My Notary ID # 128210087
Expires May 5, 2026

NOTARY PUBLIC
In and for the State of Texas

Payment Report - G/L and Fund Summary

Transaction Date: **03/01/2025 - 03/31/2025** Case Categories: **Criminal; Civil**
Locations: **JP1** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-1-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	448.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	5.00
01-0100-0000-341801 - FEES OF OFFICE, JP PCT-1	L-004-1-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	14,365.33
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	30,920.00
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	300.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	136.01
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	11,010.80
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	1,458.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-1-01-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	1,441.72
	0100 - General Fund Total:	**60,084.86**
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-1-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	3.00
	0360 - Courthouse Security Fund Total:	**3.00**
0361 - JP Security Fund		
01-0361-0000-341151 - JP 1 SECURITY FEES	L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES	1.00
	0361 - JP Security Fund Total:	**1.00**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-1-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	75.00
	0365 - Child Safety Fund Total:	**75.00**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-1-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	2,430.00
	0370 - Alternate Dispute Resolution Fund Total:	**2,430.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341141 - JP 1 TECHNOLOGY FEES	L-004-1-01-0372-0000-341141: 01-0372-0000-341141 - JP #1 TECHNOLOGY FEES	4.00
	0372 - Justice Court Technology Fund Total:	**4.00**

Payment Report - G/L and Fund Summary

Transaction Date: **03/01/2025 - 03/31/2025** Case Categories: **Criminal; Civil**
Locations: **JP1** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0373 - JP-1 Truancy Program Fund		
01-0373-0000-341917 - JP1 Truant Conduct (HB 2398)	L-004-1-01-0373-0000-341917: 01-0373-0000-341917 - JP1 Truant Conduct (HB 2398)	100.00
01-0373-0000-370000 - JP-1 Truancy Program Fees	L-004-1-01-0373-0000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	5.00
	0373 - JP-1 Truancy Program Fund Total:	**105.00**
0399 - State Agency Fund		
01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	L-004-1-01-0399-0000-208031: 01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	2.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	40.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-1-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	6,012.87
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	672.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	4.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	6.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	56.32
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-1-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.10
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-1-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	2,159.33
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	2.00
	0399 - State Agency Fund Total:	**8,954.62**
JP BOND		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	1,350.00
	JP BOND Total:	**1,350.00**
	Fee Totals for All Funds:	**73,007.48**

Commissioners Court - Regular Session **9.**

Meeting Date: 04/08/2025

March Monthly Report

Submitted For: Angela Williams **Submitted By:** Melissa East, J.P. Pct. #2

Department: J.P. Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve Justice of the Peace Precinct 2 March 2025 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

March 2025 Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/02/2025 03:02 PM
Form Started By: Melissa East		Started On: 04/02/2025 11:25 AM
Final Approval Date: 04/02/2025		

Affidavit

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Angela Williams, Justice of the Peace, Precinct 2, Williamson County, who on her oath, stated that the attached report of monies collected is a true and correct report for the month of MARCH 2025.

ANGELA WILLIAMS
JUSTICE OF THE PEACE
WILLIAMSON COUNTY PRECINCT 2

On this 2nd day of April 2025, to certify which witness my hand and seal of office.

Notary Public
in and for the State of Texas

MELISSA EAST
My Notary ID # 128012229
Expires December 8, 2025

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: **03/01/2025 - 03/31/2025** Case Categories: **Criminal; Civil**
Locations: **JP2**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-2-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	1,472.55
01-0100-0000-207034 - JP2 Cash Bonds	L-004-2-01-0100-0000-207034: 01-0100-0000-207034 - JP2 Cash Bonds	500.00
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-2-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	80.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-2-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	5.00
01-0100-0000-341802 - FEES OF OFFICE, JP PCT-2	L-004-2-01-0100-0000-341802: 01-0100-0000-341802 - FEES OF OFFICE, JP PCT #2	13,601.80
01-0100-0000-341902 - CIVIL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341902: 01-0100-0000-341902 - Fees of Office, Const. PCT #2	10,040.00
01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2	841.10
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-2-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	224.43
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-2-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	552.42
01-0100-0000-351302 - FINES, JP PCT-2	L-004-2-01-0100-0000-351302: 01-0100-0000-351302 - FINES, JP PCT #2	27,758.48
01-0100-0000-365103 Language Access Fund	L-004-2-01-0100-0000-365103: Language Access Fund	1,149.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-2-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC - Misd C	3,760.60
	0100 - General Fund Total:	**59,985.38**
0361 - JP Security Fund		
01-0361-0000-341152 - JP 2 SECURITY FEES	L-004-2-01-0361-0000-341152: 01-0361-0000-341152 - JP 2 SECURITY FEES	19.22
	0361 - JP Security Fund Total:	**19.22**
0368 - JP-2 Truancy Program Fund		
01-0368-0000-370000 - JP-2 Truancy Program Fees	L-004-2-01-0368-0000-370000: 01-0368-0000-370000 - JP-2 Truancy Program Fee	24.01
	0368 - JP-2 Truancy Program Fund Total:	**24.01**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-2-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,915.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,915.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341142 - JP 2 TECHNOLOGY FEES	L-004-2-01-0372-0000-341142: 01-0372-0000-341142 - JP #2 TECHNOLOGY FEES	19.21
	0372 - Justice Court Technology Fund Total:	**19.21**

Payment Report - G/L and Fund Summary

Deposit Date: **03/01/2025 - 03/31/2025** Case Categories: **Criminal; Civil**
Locations: **JP2**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208032 - JP 2 Truancy Prev/Diversion - State	L-004-2-01-0399-0000-208032: 01-0399-0000-208032 - JP 2 Truancy Prev/Diversion - State	3.20
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-2-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	192.10
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-2-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	16,405.96
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	210.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-2-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	19.21
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-2-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	28.81
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-2-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	489.10
01-0399-0000-208426 - State Traffic Fine Due to State 2020	L-004-2-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	5,377.81
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-2-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	9.61
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-2-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	14.98
	0399 - State Agency Fund Total:	**22,750.78**
JP BOND		
01-0100-0000-207034 - JP2 Bond Liability Account	L-004-2-02-00002: JP2 Registry Bond Account Liability	82.00
	JP BOND Total:	**82.00**
	Fee Totals for All Funds:	**84,795.60**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: **03/01/2025 - 03/31/2025** Case Categories: **Criminal; Civil**
Locations: **JP2**

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	224.43	47	0.00	0	0.00	0	224.43	47
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	489.10	102	0.00	0	0.00	0	489.10	102
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	545.53	116	14.02	3	0.00	0	559.55	119
2020AHLHIS	Arrest Fee - Liberty Hill ISD CCP 102.011(a)(1), 102.011(e)	35.00	7	0.00	0	0.00	0	35.00	7
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	16,232.21	275	173.75	3	0.00	0	16,405.96	278
2020CDF	Compliance Dismissal Fine	340.00	34	0.00	0	0.00	0	340.00	34
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	392.13	44	0.00	0	0.00	0	392.13	44
2020EFFAM	Expunction Filing Fee (Alcohol (Minor)) ABC106.12(e)	30.00	1	0.00	0	0.00	0	30.00	1
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	3,721.37	279	39.23	3	0.00	0	3,760.60	282
2020LTF	Local Traffic Fine (TC 542.403)	322.64	115	0.00	0	0.00	0	322.64	115
2020STF	State Traffic Fine (TC 542.4031)	5,377.81	115	0.00	0	0.00	0	5,377.81	115
2020TPF	Time Payment Fee CCP 102.030	552.42	46	0.00	0	0.00	0	552.42	46
2020WFC2	Warrant Fee - Const Pct 2 CCP 102.011(a)(2), 102.011(e)	761.16	18	0.00	0	0.00	0	761.16	18
AB	Abstract	15.00	3	0.00	0	0.00	0	15.00	3
AFAPD	Arrest Fee - Austin PD (CCP 102.011)	2.98	1	0.00	0	0.00	0	2.98	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
CB	Cash Bond	944.00	2	0.00	0	(862.00)	3	82.00	5
CCB	Civil Cash Bond	500.00	2	0.00	0	0.00	0	500.00	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	192.10	6	0.00	0	0.00	0	192.10	6
CCOP	Civil Copies	41.50	31	0.00	0	0.00	0	41.50	31
CERT	Certified Copy	8.00	4	0.00	0	0.00	0	8.00	4
CFINE	County Fine	27,323.48	209	435.00	1	0.00	0	27,758.48	210
CHS	Courthouse Security Fee (CCP 102.017)	14.41	6	0.00	0	0.00	0	14.41	6
CHSJC	JP Security Fee (CCP 102.017)	4.81	6	0.00	0	0.00	0	4.81	6
COLLFEE	Collection Agency Fee	1,472.55	24	0.00	0	0.00	0	1,472.55	24
CONT2	Constable Service Fee Pct #2	7,520.00	73	0.00	0	(80.00)	1	7,440.00	74
CSFF	Child Safety Fee (CCP 102.014(d))	140.00	7	0.00	0	0.00	0	140.00	7
CVFEEOVER	Civil Overpayment Fee	80.00	1	0.00	0	0.00	0	80.00	1

Payment Report - Fee Code Summary

Deposit Date: **03/01/2025 - 03/31/2025** Case Categories: **Criminal; Civil**
Locations: **JP2**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
DDF	Deferred Disposition Fee	1,853.00	24	200.00	2	0.00	0	2,053.00	26
IDF	Indigent Defense Fee (LGC 133.107)	9.61	6	0.00	0	0.00	0	9.61	6
JCTF	Justice Court Technology Fee (CCP 102.0173)	19.21	6	0.00	0	0.00	0	19.21	6
JFR	Jury Reimbursement Fee (CCP 102.0045)	19.21	6	0.00	0	0.00	0	19.21	6
JTP	Juvenile Truancy Program (CCP 102.0174)	24.01	6	0.00	0	0.00	0	24.01	6
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	1.60	2	0.00	0	0.00	0	1.60	2
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	1.60	2	0.00	0	0.00	0	1.60	2
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
JUSFC	Judicial Support Fund - County (LGC 133.105)	2.88	6	0.00	0	0.00	0	2.88	6
JUSFS	Judicial Support Fund - State (LGC 133.105)	25.93	6	0.00	0	0.00	0	25.93	6
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,925.00	386	0.00	0	(10.00)	2	1,915.00	388
SB41JCSF	Justice Court Support Fund	9,625.00	386	0.00	0	(50.00)	2	9,575.00	388
SB41LAF	Language Access Fund - LGC 135.155	1,155.00	386	0.00	0	(6.00)	2	1,149.00	388
SB41SCF	State Consolidated Fee	210.00	11	0.00	0	0.00	0	210.00	11
TPC	Time Payment Fee - County	7.49	1	0.00	0	0.00	0	7.49	1
TPS	Time Payment Fee - State	7.49	1	0.00	0	0.00	0	7.49	1
WARC2	Warrant Fee - Constable Pct. 2	79.94	2	0.00	0	0.00	0	79.94	2
WEXEC	Writ of Execution	15.00	3	0.00	0	0.00	0	15.00	3
WPOSS	Writ of Possession	50.00	11	0.00	0	0.00	0	50.00	11
WSF2	Constable #2 - Writ Service Fee	2,600.00	14	0.00	0	0.00	0	2,600.00	14
YDP	Youth Diversion Administrative Fee ($50)	50.00	1	0.00	0	0.00	0	50.00	1

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	84,991.60	2,842	862.00	12	(1,008.00)	10	84,845.60	2,864

Commissioners Court - Regular Session **10.**

Meeting Date: 04/08/2025

Accept Donation To Veteran Services

Submitted For: Michael Hernandez **Submitted By:** Erin Bussart, Veteran Services

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenue for Veteran Services Donations.

Background

Donation by Chalton Watters for 2 Veteran Services fundraiser event tickets in the amount of $40. Another donation by American Legion Auxiliary Unit 228 for the Veteran Services fundraiser in the amount of $500.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	540.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/02/2025 03:04 PM
Form Started By: Erin Bussart		Started On: 04/02/2025 09:58 AM
Final Approval Date: 04/02/2025		

Commissioners Court - Regular Session **11.**

Meeting Date: 04/08/2025

Accept Donation To Veteran Services

Submitted For: Michael Hernandez **Submitted By:** Erin Bussart, Veteran Services

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Veteran Services donations.

Background

Donation by Chalton Watters for 2 Veteran Services fundraiser event tickets in the amount of $40. Another donation by American Legion Auxiliary Unit 228 for the Veteran Services fundraiser in the amount of $500.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Donations	540.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/02/2025 03:04 PM
Form Started By: Erin Bussart		Started On: 04/02/2025 10:46 AM
Final Approval Date: 04/02/2025		

Commissioners Court - Regular Session **12.**

Meeting Date: 04/08/2025

Accept Gift Card Donation To Veteran Services

Submitted For: Michael Hernandez **Submitted By:** Erin Bussart, Veteran Services

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances to acknowledge that Veteran Services has received a donation of $1,890.00 in assorted gift cards on receipt #143066.

Background

Assorted gift card donation provided to Veteran Services by J.W., to be handed out to Veterans in need.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/03/2025 10:27 AM
Form Started By: Erin Bussart		Started On: 04/02/2025 04:20 PM
Final Approval Date: 04/03/2025		

Commissioners Court - Regular Session **13.**

Meeting Date: 04/08/2025

CDBG Agreements

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take action on Subrecipient Agreements between Williamson County and the City of Taylor, and Williamson County and Helping Hands of Georgetown for Community Development Block Grant funding.

Background

The attached agreements coincide with projects outlined in the approved CDBG FY23 Annual Action Plan and FY24 Annual Action Plan.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Taylor FY24 CDBG

Helping Hands FY23 CDBG

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/03/2025 10:25 AM
Form Started By: Sally Bardwell		Started On: 04/03/2025 09:34 AM
Final Approval Date: 04/03/2025		

AGREEMENT BETWEEN WILLIAMSON COUNTY
AND THE CITY OF TAYLOR
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FISCAL YEAR 2024 FUNDING

THIS AGREEMENT, entered into this ___ day of _____, 2025, by and between Williamson County ("County"), and the City of Taylor ("Subrecipient");

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) funds granted by the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301) and under the 1990 National Affordable Housing Act (Public Law 102-550); and

WHEREAS, the County wishes to utilize CDBG funds to assist Subrecipient in the construction of water line improvements to replace existing undersized, 2-inch water mains, which do not meet current standards. Waterline will be approximately 1,100 linear feet (LF) of 8" waterline. The project will improve conditions to benefit households in the project vicinity, 5th and Murphy in Taylor TX.; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PART I

1. **PURPOSE AND SCOPE OF SERVICES:**

A. Subrecipient will perform the services described in Exhibit A attached to this Agreement pursuant to the project description, timeline and budget.

B. Upon request, the County will provide technical assistance to the subrecipient concerning compliance with the terms of this Agreement. The subrecipient shall be responsible for all bidding procedures and subcontractural arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the County.

C. The Project shall be completed in compliance with all applicable state and local codes. Upon completion, this Project shall be operated in compliance with all applicable federal, state and local laws. Subrecipient agrees the funding shall be used solely for the purpose of costs as detailed in Part I.1.A. of this Agreement.

2. **TIME OF PERFORMANCE:**

Subrecipient shall perform according to the schedule described in Exhibit A. The schedule for performance is subject to change by mutual agreement of both parties in writing.

3. **PROPOSED PROJECT BUDGET**

See attached budget in Exhibit A.

4. **Objective and Outcome Statement: Sustainability for the purpose of creating suitable living environments.**

5. **Project Indicators:**

Indicators will be requested of the Subrecipient by the Williamson County Community Development Administrator and could include but is not limited to such items as amount of money leveraged; number of persons, households, businesses, unit or beds assisted, as appropriate; income levels of persons or households; race, ethnicity, and disability data. Subrecipient agrees to fulfill the Community Development Administrator's request in a reasonable time but not to extend past 15 days after request.

6. **COMPENSATION AND METHOD OF PAYMENT:**

The County shall pay and Subrecipient agrees to accept in full $659,000 (Grant Amount – Six Hundred Fifty Nine Thousand Dollars and no/100) (hereinafter "Grant") for performance under this Agreement, as follows:

A. Based on the approved budget, partial payments shall be made upon presentation of (i) architect's Certificates for Payment for applicable labor and construction materials and supplies purchased or billed from the contractor for progress payments for project work completed, and/or (ii) purchase agreements, invoices, executed lien waivers, and other supporting documents covering all amounts to be paid, and/or (iii) time sheets and other source documents. Payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements.

B. All payments under this agreement are subject to receipt by the County of sufficient federal funds for the CDBG program. CDBG funds shall be drawn from the U.S. Treasury by the County through the Integrated Disbursement and Information System (IDIS). The County shall retain exclusive direct access rights to the IDIS system. All access to the IDIS system will be by duly authorized persons designated by the County as approved by HUD. Any termination, reduction or delay of receipt of CDBG funds to the County shall, at the sole option of the County, result in the termination, reduction or delay of CDBG funds to the subrecipient.

C. Subrecipient shall not hold funds. Any funds not immediately disbursed by the subrecipient shall be returned to the County and will be deposited in the U.S. Treasury, CDBG Trust Account. Any interest earned on cash advances from the U.S. Treasury and/or County of less than one hundred dollars ($100.00) per year may be retained by the subrecipient and used for project expenses. Any interest in excess of one hundred dollars ($100.00) per year shall be remitted promptly to the County.

D. Subrecipient shall report all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by Subrecipient shall comply with the

requirements set forth at 24 CFR 570.504. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the County at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the County.

7. **TERMS AND CONDITIONS:**

A. Subrecipient agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement.

B. The County shall have no responsibility or liability for the maintenance, operation or program funding for Subrecipient.

C. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Subrecipient shall at all times remain independent with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

D. During the period of this Agreement, effective as of the start of the Project, the Subrecipient and/or contractor and/or subcontractor performing any portion of the work on the Project that involves any construction trade (hereinafter collectively referred to in this provision as "Construction Trade Participant(s)") shall, at their own expense, procure and maintain all-risk property damage and liability insurance. For the term of this Agreement, Construction Trade Participant(s) shall list the County as an additional insured on said all-risk property damage and liability insurance. Property damage coverage shall not be less than the current market value of the property. Liability coverage shall include contractual insurance as well as comprehensive form insurance, and shall provide coverage of not less than $1,000,000 bodily injury per person, $1,000,000 bodily injury per occurrence, and $500,000 property damage. Subrecipient, on behalf of itself and on behalf of any other Construction Trade Participant(s), shall furnish the County with a certificate of insurance before any work is started by any such party. The certificate of insurance shall include a statement guaranteeing that the insurance policy shall not be cancelled, non-renewed or materially changed without thirty (30) days advance written notice being given to the Community Development Administrator. Construction Trade Participant(s) shall provide Workers' Compensation Insurance coverage as required by Texas law for all employees involved in the performance of this Agreement. The insurance company providing the insurance must be licensed to do business in the State of Texas and rated as A or better by A.M. Best. The Subrecipient hereby acknowledges and agrees that it shall be the responsibility of the Subrecipient to ensure that all Construction Trade Participant(s) comply with the herein stipulated minimum insurance requirements. Furthermore, the Subrecipient hereby agrees to include and require that the language of this provision be included in all contracts or subcontracts relating to the Project.

E. Until at least the date determined in Exhibit A of this Agreement (Monitoring Period), Subrecipient shall fulfill its stated purpose in a manner satisfactory to the County as outlined in Exhibit A (Project Description and Scope of Services) of this Agreement and provide continued service. All records and public information created in connection with this Agreement or the Project shall be retained by Subrecipient until at least the date determined in Exhibit A (Monitoring Period).

F. In the event Subrecipient discontinues its services and/or the Project funded under this Agreement prior to the date determined in Exhibit A (Monitoring Period) of this Agreement, the value of the pro-rated portion of real and personal property (tangible and intangible) secured with the CDBG funds, if applicable, under this Agreements shall revert to the County. If said property has been disposed of, then the County will be reimbursed in the amount of the current fair market value of the property less any portion of the fair market value attributable to non- County CDBG funds. (Personal property includes, but is not limited to, equipment, furnishings, and vehicles.)

G. Except as provided herein, the terms of this Agreement shall be effective from the date of execution through and including the date determined in Exhibit A of this Agreement (Monitoring Period).

PART II

1. **PERFORMANCE AND REPORTING:**

A. Subrecipient shall direct all notices, reports, insurance policies, and other communications related to or required by this Agreement to the office of the Williamson County Community Development Administrator, 710 Main Street, Ste 101 Georgetown, TX 78626. Notice by both Subrecipient and County shall be given by ordinary mail. All reports shall comply with relevant state and federal regulations, including but not limited to 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. Until the completion of the Project and expenditure of all CDBG funds disbursed under this Agreement, Subrecipient shall submit monthly reports describing progress of the project activities.

C. Not later than date determined in Exhibit A of this Agreement (Project Completion Date), Subrecipient shall provide the County with a Certified Statement of the Expenditure of Funds disbursed under this Agreement.

D. Following completion of the Project, Subrecipient shall submit annual reports by the first day of October of each contract year until the date determined in Exhibit A (Monitoring Period) of this Agreement. The annual report shall, at a minimum, include statistics pertaining to the number, race, disability, household income, household size and place of residence of clients served at Subrecipient's Facility.

E. No reporting requirements shall extend beyond the date determined in Exhibit A of this Agreement (Monitoring Period).

2. **OTHER REPORTS, AUDITS AND INSPECTIONS:**

A. Subrecipient shall promptly furnish the County or HUD with such statements, records, data and information as the County or HUD may reasonably request pertaining to this Agreement.

B. During the term of this Agreement, any time during normal business hours, Subrecipient shall make available to the County, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of Subrecipient's records in order to permit examination of any audits, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this Agreement.

C. Subrecipient shall retain financial records, supporting documents, statistical records, and all other records pertaining to expenditures under this Agreement until the date determined in Exhibit A.

3. **ADMINISTRATIVE REQUIREMENTS AND AUDIT REQUIREMENTS:**

A. Financial Management

1. Accounting Standards

Subrecipient agrees to comply with Subpart E of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. All financial transactions and documentation must comply with the audit requirements in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Procedures for Accounts Payable, Purchasing, and other accounting functions must meet all standards established by the Williamson County Auditor, and Subrecipient will provide any reports required by those standards.

2. Uniform Administrative Requirements

Subrecipient will comply with 24 CFR 570.502, Applicability of Uniform Administrative Requirements, Section (a), recipients and subrecipients that are governmental entities (including public agencies) and Section (b), subrecipients, except subrecipients that are governmental entities.

Subrecipients shall comply with the requirements and standards of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3. Audit Requirements

Subrecipient agrees to comply with the Williamson County Community Development Block Grant Audit Requirements attached as Exhibit B to this Agreement.

Subrecipients shall comply with the requirements and standards of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Subrecipient agrees to furnish County with a current Financial Report (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to Subrecipient hereunder. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit a Financial Report.**

However, if Subrecipient expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in federal funds (all sources), Subrecipient must, within nine (9) months from the end of its fiscal year, supply County with a single audit and is required to submit their audit report to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after the receipt of the auditor's report, or within 9 months after the end of the audit period. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal funds (all sources), then they are exempt from Single Audit requirement for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

Subrecipient is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Report or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity as defined in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Subrecipient will not be awarded grant funds.

If applicable, Subrecipient agrees to cooperate with County relating to any inquiries regarding the Financial Audit or Financial Report and Subrecipient acknowledges that a Financial Audit or Financial Report shall be provided to County at the expense of the Subrecipient. Financial Audit or Financial Report shall be available to County staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

4. Cost Principles

Subrecipient shall administer its program in conformance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to Be Maintained

Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement, including but not limited to:

a. Records providing a full description of each activity undertaken;

b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program; and

d. Financial records as required by 24 CFR 570.502, and 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Client Data

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to a signed and dated verification of income statement, or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

3. National Objectives

Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement benefit low/moderate income persons, as defined in 24 CFR 570.208.

C. Procurement

1. Compliance

Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement. As necessary, the procurement procedures and related documents involving all purchases with grant funds are subject to review and oversight by the County's Contract Audit, Legal, and Purchasing Department.

2. OMB Standards

Subrecipient shall procure materials in accordance with the requirements of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Procurement Standards, and shall subsequently follow, Property Management Standards, covering utilization and disposal of property. Copies of said circulars are provided and by execution of this Agreement, Subrecipient acknowledges their receipt.

D. Amendments

The County or Subrecipient may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of both organizations.

4. **NON-DISCRIMINATION:**

No person shall be excluded from or denied the benefits of Subrecipient's service on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective project beneficiaries must, however, be persons in need of the programs provided by Subrecipient.

5. **SECTION 504 COMPLIANCE:**

No otherwise qualified individual with handicaps shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. This includes, but is not limited to, programs and/or activities related to housing, employment, and the delivery of services.

6. **EQUAL EMPLOYMENT OPPORTUNITY, FAIR HOUSING AND DRUG-FREE WORKPLACE:**

The subrecipient certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable HUD regulations pertaining to equal opportunity and affirmative action in employment. Further, the SUBRECIPIENT shall ensure that all contracts for work under this Agreement contain appropriate equal employment opportunity statements.

SUBRECIPIENT shall comply with all provisions of 24 CFR Part 100-115, which implement the Fair Housing Act. This Act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status.

In addition, SUBRECIPIENT certifies it will provide a drug-free workplace as defined in 24 CFR Part 24, subpart F and/or follow the requirements of 24 CFR 92.350.

7. **SECTION 3:**

Subrecipient agrees to comply with Section 3 requirements, the regulations set forth in 24 CFR 135, and to include the following language in all subcontracts executed under this Agreement:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contract is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of

contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. **WOMEN AND MINORITY-OWNED BUSINESS ENTERPRISES:**

Subrecipient will use its best efforts to afford minority and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of this Agreement.

9. **LABOR:**

Construction projects funded under the CDBG program in excess of $2,000 shall comply with the labor provisions outlined in 24 CFR 570.603. Subrecipient will comply with Davis-Bacon Act (40 U.S.C. 276a-276a-5). Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332). The Subrecipient agrees to adhere to said provisions and will not use suspended or debarred contractors.

10. **ENVIRONMENTAL ASSESSMENT AND HISTORIC PRESERVATION:**

Subrecipient shall assist the County in complying with all applicable environmental assessment and historic preservation requirements of HUD and the State Historic Preservation Officer of Texas.

11. **LEAD-BASED PAINT POISONING PREVENTION:**

Subrecipient shall comply with requirements of Section 302 of the Lead-Based Paint Poisoning Prevention Act and HUD regulations thereunder (24 CFR Part 570) insofar as they apply to the performance of this Agreement.

12. **ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS (570.613):**

1. Restriction The subrecipient agrees to comply with 24 CFR 570.613, which states that certain newly legalized aliens, as described in 24 CFR part 5 subpart E are not eligible to apply for benefits under covered activities funded by the County's CDBG programs. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities funded through the County's CDBG programs. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

2. Covered Activities "Covered activities" under this section means activities meeting the requirements of Sec. 570.208(a) that either:

a. Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or
b. Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers,

roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

3. Limitation on Coverage

The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this agreement.

4. Compliance

Compliance can be accomplished by the subrecipient obtaining certification as provided in 24 CFR part 5 subpart E evidencing citizenship or eligible immigration status.

13. **TERMINATION OF AGREEMENT FOR CAUSE:**

If Subrecipient fails to fulfill its obligations under this Agreement in a timely and proper manner, or if Subrecipient violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to Subrecipient of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. The County shall be obligated to make no payment due hereunder after it gives said notice unless the defaults are remedied with said 30-day period. In the event of such termination, Subrecipient shall promptly repay to the County the full grant amount or that portion of the amounts that have been disbursed to Subrecipient prior to such termination.

14. **TERMINATION OF AGREEMENT FOR CONVENIENCE:**

This Agreement may be terminated in whole or in part upon the mutual agreement of the parties hereto, in which case the County and Subrecipient shall agree upon the termination conditions, including the effective date, the disposition of contract amounts, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the County determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Subrecipient shall promptly repay to the County the full grant amount or that portion of the amount which has been disbursed to Subrecipient prior to such termination.

15. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS:**

A. No member or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit to arise herefrom.

B. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

C. No federal funds appropriated under this Agreement shall be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress or any federal agency in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or agreement.

D. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

E. Subrecipient shall require that the language of this certification be included in the award documents for all sub-Subrecipients and that all sub-Subrecipients shall certify and disclose accordingly.

16. **CONFLICT OF INTEREST:**

Subrecipient covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services to be undertaken through this Agreement. Subrecipient further covenants that in the performance of this Agreement, no person having such an interest shall be employed by Subrecipient.

17. **GRANTOR RECOGNITION:**

All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as CDBG funded. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

18. **ASSIGNABILITY:**

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

19. **HOLD HARMLESS PROVISION:**

Subrecipient shall indemnify, defend and hold harmless the County, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of Subrecipient's employees or agents during the performance of this Agreement.

20. **SEVERABILITY CLAUSE:**

City of Taylor (Subrecipient)

By: _____
Brian LaBorde
City Manager

ATTEST: _____
Secretary

ACKNOWLEDGMENT

STATE OF TEXAS)
) SS:
WILLIAMSON COUNTY)

On this 1st day of April, 2025, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared Brian LaBorde and Lucy Aldrich, to me personally known, who being by me duly sworn, did say that they are the City Manager and City Clerk, respectively, of the City of Taylor executing the foregoing instrument; that the seal affixed hereto is the seal of said city; that the instrument was signed on behalf of the city by proper authority; that Brian LaBorde and Lucy Aldrich acknowledged the execution of the instrument to be the voluntary act and deed of the city, by it and by them voluntarily executed.

Rocio Lopez
My Commission Expires
4/30/2028
Notary ID 123958431

_____
Notary Public in and for the State of Texas

If any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable, this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

21. **LIMITATIONS OF COUNTY LIABILITY - DISCLAIMER OF RELATIONSHIP:**

The County shall not be liable to Subrecipient, or to any party, for completion of or failure to complete any improvements which are parts of the Project. Nothing contained in this Agreement, nor any act or omission of the County or Subrecipient, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of Subrecipient's involvement with the County.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this _____ day of _____, 2025.

Williamson County, Texas

By: _____

Valerie Covey
Presiding Officer/Authorized Official
Williamson County

ACKNOWLEDGMENT

STATE OF TEXAS)
) *SS:*
WILLIAMSON COUNTY)

On this _____ day of _____, 2025, before me, _____, a Notary Public in and for said State, personally appeared Valerie Covey to me personally known, who being by me duly sworn, did say that she is the Presiding Officer/Authorized Official of said County executing the within and foregoing instrument that the seal affixed hereto is the seal of said County, and that the said Valerie Covey acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by her voluntarily executed.

Notary Public in and for Williamson County, Texas

EXHIBIT A

**TO AGREEMENT BETWEEN WILLIAMSON COUNTY
AND THE CITY OF TAYLOR
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FISCAL YEAR 2024 FUNDING**

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1. PROJECT DESCRIPTION AND SCOPE OF SERVICES:

A. Subrecipient will utilize CDBG funds for the construction of water line improvements to replace existing undersized, 2-inch water mains, which do not meet current standards. Waterline will be approximately 1,100 linear feet (LF) of 8" waterline. The project will improve conditions to benefit households in the project vicinity, 5th and Murphy in Taylor TX.

B. Upon request, the County will provide technical assistance to the subrecipient concerning compliance with the terms of this Agreement. The subrecipient shall be responsible for all bidding procedures and subcontractural arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the County.

C. The Project shall be completed in compliance with all applicable state and local codes. Upon completion, this Project shall be operated in compliance with all applicable federal, state and local laws. Subrecipient agrees the funding shall be used solely for the purpose of costs as detailed in Part I.1.A. of this Agreement.

2. TIME OF PERFORMANCE:

Subrecipient shall perform according to the following schedule:

	Program Element
1. March 2025	Award of funds and contract with Williamson County
2. March-May 2025	Environmental Assessment
3. April-September 2025	Project design and plan/specs preparation
4. September-October 2025	Bid/award of construction contract
5. October 2025-May 2026	Construction
6. Monitoring Period	To be determined based on statement below

Records are to be retained for four years from the date of submission of the County's CAPER in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the four year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular four year period, whichever is longer.

3. PROPOSED PROJECT BUDGET (see attached HUD budget):

	CDBG Amount	Subrecipient Amount
A. Construction\Rehabilitation\Installation	$659,000	_____
B. Eligible equipment (as outlined in 24 CFR 570.207(1))	_____	_____
C. Engineering, planning & administrative costs	_____	_____
D. Property Acquisition	_____	_____
CDBG Grant	$659,000	

EXHIBIT B
Williamson County Community Development Block Grant Audit Requirements

Williamson County Subrecipients will adhere to the following guidelines with regards to audit requirements:

Subrecipient agrees to comply with the applicable requirements and standards as set forth in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Subrecipient agrees to furnish County with a current Financial Report (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to Subrecipient hereunder. Future and unused grant funds will automatically be forfeited if the Subrecipient fails to submit a Financial Report.

However, if Subrecipient expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in federal funds (all sources), Subrecipient must, within nine (9) months from the end of its fiscal year, supply County with a single audit and is required to submit their audit report to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after the receipt of the auditor's report, or within 9 months after the end of the audit period. Grant funds will automatically be forfeited if the Subrecipient fails to submit an audit within the allotted time.

If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal funds (all sources), then they are exempt from the Single Audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

If applicable, Subrecipient is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Report or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity as defined in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Subrecipient will not be awarded grant funds.

If applicable, Subrecipient agrees to cooperate with County relating to any inquiries regarding the Financial Audit or Financial Report and Subrecipient acknowledges that a Financial Audit or Financial Report shall be provided to County at the expense of the Subrecipient. Financial Audit or Financial Report shall be available to County staff, and any and all applicable federal agencies, and be of unrestricted access, in accordance with 24 CFR Part 85.42 and 24 CFR Part 84.53 as applicable.

The Williamson County CDBG office will issue letters to remind Subrecipients of the audit requirements and request timely submission. Letters will be issued on or around January 5 of each year. If no response is received, a second letter will be issued on or around February 15 of each year. If no response is received, a third request will be made approximately two weeks following. If no response is received by March 15, a final notification will be issued advising the subrecipient of suspension of reimbursement and future funding pending receipt of requested information.

Failure to follow these guidelines could result in the forfeit of future Williamson County CDBG funds and/or repayment of Williamson County CDBG funds already utilized.

Upon receipt of the required audit documents, the Williamson County Community Development Block Grant office will do an initial review to identify findings that affect the Williamson County CDBG program

or any cross-cutting findings that could affect future funding. The CDBG office will also request a review by the Williamson County Auditor's office.

In the event of a finding, Williamson County will issue a letter requesting additional information regarding the finding and the intentions of the Subrecipient to remedy the finding. Working with the Williamson County Auditor's office, the CDBG office will determine next steps to ensure that all federal, state, or local laws/statures are met.

If a Subrecipient is unable to provide required audit documentation and has utilized CDBG funding, Williamson County will have the option to request repayment and recapture unused funds. If a Subrecipient is unable to provide required audit documentation and has not utilized CDBG funding, Williamson County will not issue funding until requirements are met or will reallocate funds to an alternate project if necessary.

AGREEMENT BETWEEN WILLIAMSON COUNTY
AND THE HELPING HANDS OF GEORGETOWN
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FISCAL YEAR 2023 FUNDING

THIS AGREEMENT, entered into this ___ day of _____, 2025, by and between Williamson County ("County"), and the Helping Hands of Georgetown ("Subrecipient");

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) funds granted by the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301) and under the 1990 National Affordable Housing Act (Public Law 102-550); and

WHEREAS, the County wishes to utilize CDBG funds to assist Subrecipient in providing food pantry services to qualified residents to include but not limited to food distribution and brown bag meals; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PART I

1. **PURPOSE AND SCOPE OF SERVICES:**

   A. Subrecipient will perform the services described in Exhibit A attached to this Agreement pursuant to the project description, timeline and budget.

   B. Upon request, the County will provide technical assistance to the subrecipient concerning compliance with the terms of this Agreement. The subrecipient shall be responsible for all bidding procedures and subcontractural arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the County.

   C. The Project shall be completed in compliance with all applicable state and local codes. Upon completion, this Project shall be operated in compliance with all applicable federal, state and local laws. Subrecipient agrees the funding shall be used solely for the purpose of costs as detailed in Part I.1.A. of this Agreement.

2. **TIME OF PERFORMANCE:**

   Subrecipient shall perform according to the schedule described in Exhibit A. The schedule for performance is subject to change by mutual agreement of both parties in writing..

3. **PROPOSED PROJECT BUDGET**

   See attached budget in Exhibit A.

4. **Objective and Outcome Statement: Availability/Accessibility for the purpose of creating suitable living environments.**

5. **Project Indicators:**

Indicators will be requested of the Subrecipient by the Williamson County Community Development Administrator and could include but is not limited to such items as amount of money leveraged; number of persons, households, businesses, unit or beds assisted, as appropriate; income levels of persons or households; race, ethnicity, and disability data. Subrecipient agrees to fulfill the Community Development Administrator's request in a reasonable time but not to extend past 15 days after request.

6. **COMPENSATION AND METHOD OF PAYMENT:**

The County shall pay and Subrecipient agrees to accept in full $25,000 (Grant Amount – Twenty Five Thousand Dollars and no/100) (hereinafter "Grant") for performance under this Agreement, as follows:

A. Based on the approved budget, partial payments shall be made upon presentation of (i) architect's Certificates for Payment for applicable labor and construction materials and supplies purchased or billed from the contractor for progress payments for project work completed, and/or (ii) purchase agreements, invoices, executed lien waivers, and other supporting documents covering all amounts to be paid, and/or (iii) time sheets and other source documents. Payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements.

B. All payments under this agreement are subject to receipt by the County of sufficient federal funds for the CDBG program. CDBG funds shall be drawn from the U.S. Treasury by the County through the Integrated Disbursement and Information System (IDIS). The County shall retain exclusive direct access rights to the IDIS system. All access to the IDIS system will be by duly authorized persons designated by the County as approved by HUD. Any termination, reduction or delay of receipt of CDBG funds to the County shall, at the sole option of the County, result in the termination, reduction or delay of CDBG funds to the subrecipient.

C. Subrecipient shall not hold funds. Any funds not immediately disbursed by the subrecipient shall be returned to the County and will be deposited in the U.S. Treasury, CDBG Trust Account. Any interest earned on cash advances from the U.S. Treasury and/or County of less than one hundred dollars ($100.00) per year may be retained by the subrecipient and used for project expenses. Any interest in excess of one hundred dollars ($100.00) per year shall be remitted promptly to the County.

D. Subrecipient shall report all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the County at

the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the County.

7. **TERMS AND CONDITIONS:**

A. Subrecipient agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement.

B. The County shall have no responsibility or liability for the maintenance, operation or program funding for Subrecipient.

C. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Subrecipient shall at all times remain independent with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

D. During the period of this Agreement, effective as of the start of the Project, the Subrecipient and/or contractor and/or subcontractor performing any portion of the work on the Project that involves any construction trade (hereinafter collectively referred to in this provision as “Construction Trade Participant(s)”) shall, at their own expense, procure and maintain all-risk property damage and liability insurance. For the term of this Agreement, Construction Trade Participant(s) shall list the County as an additional insured on said all-risk property damage and liability insurance. Property damage coverage shall not be less than the current market value of the property. Liability coverage shall include contractual insurance as well as comprehensive form insurance and shall provide coverage of not less than $1,000,000 bodily injury per person, $1,000,000 bodily injury per occurrence, and $500,000 property damage. Subrecipient, on behalf of itself and on behalf of any other Construction Trade Participant(s), shall furnish the County with a certificate of insurance before any work is started by any such party. The certificate of insurance shall include a statement guaranteeing that the insurance policy shall not be cancelled, non-renewed or materially changed without thirty (30) days advance written notice being given to the Community Development Administrator. Construction Trade Participant(s) shall provide Workers' Compensation Insurance coverage as required by Texas law for all employees involved in the performance of this Agreement. The insurance company providing the insurance must be licensed to do business in the State of Texas and rated as A or better by A.M. Best. The Subrecipient hereby acknowledges and agrees that it shall be the responsibility of the Subrecipient to ensure that all Construction Trade Participant(s) comply with the herein stipulated minimum insurance requirements. Furthermore, the Subrecipient hereby agrees to include and require that the language of this provision be included in all contracts or subcontracts relating to the Project.

E. Until at least the date determined in Exhibit A of this Agreement (Monitoring Period), Subrecipient shall fulfill its stated purpose in a manner satisfactory to the County as outlined in Exhibit A (Project Description and Scope of Services) of this

Agreement and provide continued service. All records and public information created in connection with this Agreement or the Project shall be retained by Subrecipient until at least the date determined in Exhibit A (Monitoring Period).

F. In the event Subrecipient discontinues its services and/or the Project funded under this Agreement prior to the date determined in Exhibit A (Monitoring Period) of this Agreement**,** the value of the pro-rated portion of real and personal property (tangible and intangible) secured with the CDBG funds, if applicable, under this Agreements shall revert to the County. If said property has been disposed of, then the County will be reimbursed in the amount of the current fair market value of the property less any portion of the fair market value attributable to non- County CDBG funds. (Personal property includes, but is not limited to, equipment, furnishings, and vehicles.)

G. Except as provided herein, the terms of this Agreement shall be effective from the date of execution through and including the date determined in Exhibit A of this Agreement (Monitoring Period).

PART II

1. **PERFORMANCE AND REPORTING:**

A. Subrecipient shall direct all notices, reports, insurance policies, and other communications related to or required by this Agreement to the office of the Williamson County Community Development Administrator, 710 Main Street, Ste 101 Georgetown, TX 78626. Notice by both Subrecipient and County shall be given by ordinary mail. All reports shall comply with relevant state and federal regulations, including but not limited to 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. Until the completion of the Project and expenditure of all CDBG funds disbursed under this Agreement, Subrecipient shall submit monthly reports describing progress of the project activities.

C. Not later than date determined in Exhibit A of this Agreement (Project Completion Date), Subrecipient shall provide the County with a Certified Statement of the Expenditure of Funds disbursed under this Agreement.

D. Following completion of the Project, Subrecipient shall submit annual reports by the first day of October of each contract year until the date determined in Exhibit A (Monitoring Period) of this Agreement. The annual report shall, at a minimum, include statistics pertaining to the number, race, disability, household income, household size and place of residence of clients served at Subrecipient's Facility.

E. No reporting requirements shall extend beyond the date determined in Exhibit A of this Agreement (Monitoring Period).

2. **OTHER REPORTS, AUDITS AND INSPECTIONS:**

A. Subrecipient shall promptly furnish the County or HUD with such statements, records, data and information as the County or HUD may reasonably request pertaining to this Agreement.

B. During the term of this Agreement, any time during normal business hours, Subrecipient shall make available to the County, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of Subrecipient's records in order to permit examination of any audits, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this Agreement.

C. Subrecipient shall retain financial records, supporting documents, statistical records, and all other records pertaining to expenditures under this Agreement until the date determined in Exhibit A.

3. **ADMINISTRATIVE REQUIREMENTS AND AUDIT REQUIREMENTS:**

A. Financial Management

1. Accounting Standards

Subrecipient agrees to comply with Subpart E of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. All financial transactions and documentation must comply with the audit requirements in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Procedures for Accounts Payable, Purchasing, and other accounting functions must meet all standards established by the Williamson County Auditor, and Subrecipient will provide any reports required by those standards.

2. Uniform Administrative Requirements

Subrecipient will comply with 24 CFR 570.502, Applicability of Uniform Administrative Requirements, Section (a), recipients and subrecipients that are governmental entities (including public agencies) and Section (b), subrecipients, except subrecipients that are governmental entities.

Subrecipients shall comply with the requirements and standards of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3. Audit Requirements

Subrecipient agrees to comply with the Williamson County Community Development Block Grant Audit Requirements attached as Exhibit B to this Agreement.

Subrecipients shall comply with the requirements and standards of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Subrecipient agrees to furnish County with a current Financial Report (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to Subrecipient hereunder. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit a Financial Report.**

However, if Subrecipient expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in federal funds (all sources), Subrecipient must, within nine (9) months from the end of its fiscal year, supply County with a single audit and is required to submit their audit report to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after the receipt of the auditor's report, or within 9 months after the end of the audit period. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal funds (all sources), then they are exempt from Single Audit requirement for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

Subrecipient is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Report or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity as defined in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Subrecipient will not be awarded grant funds.

If applicable, Subrecipient agrees to cooperate with County relating to any inquiries regarding the Financial Audit or Financial Report and Subrecipient acknowledges that a Financial Audit or Financial Report shall be provided to County at the expense of the Subrecipient**.** Financial Audit or Financial Report shall be available to County staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

4. Cost Principles

Subrecipient shall administer its program in conformance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to Be Maintained

Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement, including but not limited to:

a. Records providing a full description of each activity undertaken;

b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program; and

d. Financial records as required by 24 CFR 570.502, and 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Client Data

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to a signed and dated verification of income statement, or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

3. National Objectives

Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement benefit low/moderate income persons, as defined in 24 CFR 570.208.

C. Procurement

1. Compliance

Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement. The County Purchasing Department shall review and approve procurement procedures governing all purchases with grant funds, and shall have oversight authority in this area.

2. OMB Standards

Subrecipient shall procure materials in accordance with the requirements of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards, Procurement Standards, and shall subsequently follow, Property Management Standards, covering utilization and disposal of property. Copies of said circulars are provided and by execution of this Agreement, Subrecipient acknowledges their receipt.

D. Amendments

The County or Subrecipient may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of both organizations.

4. **NON-DISCRIMINATION:**

No person shall be excluded from or denied the benefits of Subrecipient's service on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective project beneficiaries must, however, be persons in need of the programs provided by Subrecipient.

5. **SECTION 504 COMPLIANCE:**

No otherwise qualified individual with handicaps shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. This includes, but is not limited to, programs and/or activities related to housing, employment, and the delivery of services.

6. **EQUAL EMPLOYMENT OPPORTUNITY, FAIR HOUSING AND DRUG-FREE WORKPLACE:**

The subrecipient certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable HUD regulations pertaining to equal opportunity and affirmative action in employment. Further, the SUBRECIPIENT shall ensure that all contracts for work under this Agreement contain appropriate equal employment opportunity statements.

SUBRECIPIENT shall comply with all provisions of 24 CFR Part 100-115, which implement the Fair Housing Act. This Act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status.

In addition, SUBRECIPIENT certifies it will provide a drug-free workplace as defined in 24 CFR Part 24, subpart F and/or follow the requirements of 24 CFR 92.350.

7. **SECTION 3:**

Subrecipient agrees to comply with Section 3 requirements, the regulations set forth in 24 CFR 135, and to include the following language in all subcontracts executed under this Agreement:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contract is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for

training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. **WOMEN AND MINORITY-OWNED BUSINESS ENTERPRISES:**

Subrecipient will use its best efforts to afford minority and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of this Agreement.

9. **LABOR:**

Construction projects funded under the CDBG program in excess of $2,000 shall comply with the labor provisions outlined in 24 CFR 570.603. Subrecipient will comply with Davis-Bacon Act (40 U.S.C. 276a-276a-5). Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332). The Subrecipient agrees to adhere to said provisions and will not use suspended or debarred contractors.

10. **ENVIRONMENTAL ASSESSMENT AND HISTORIC PRESERVATION:**

Subrecipient shall assist the County in complying with all applicable environmental assessment and historic preservation requirements of HUD and the State Historic Preservation Officer of Texas.

11. **LEAD-BASED PAINT POISONING PREVENTION:**

Subrecipient shall comply with requirements of Section 302 of the Lead-Based Paint Poisoning Prevention Act and HUD regulations thereunder (24 CFR Part 570) insofar as they apply to the performance of this Agreement.

12. **ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS (570.613):**

1. Restriction The subrecipient agrees to comply with 24 CFR 570.613, which states that certain newly legalized aliens, as described in 24 CFR part 5 subpart E are not eligible to apply for benefits under covered activities funded by the County's CDBG programs. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities funded through the County's CDBG programs. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

2. Covered Activities "Covered activities" under this section means activities meeting the requirements of Sec. 570.208(a) that either:

a. Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or
b. Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers,

roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

3. Limitation on Coverage

The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this agreement.

4. Compliance

Compliance can be accomplished by the subrecipient obtaining certification as provided in 24 CFR part 5 subpart E evidencing citizenship or eligible immigration status.

13. **TERMINATION OF AGREEMENT FOR CAUSE:**

If Subrecipient fails to fulfill its obligations under this Agreement in a timely and proper manner, or if Subrecipient violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to Subrecipient of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. The County shall be obligated to make no payment due hereunder after it gives said notice unless the defaults are remedied with said 30-day period. In the event of such termination, Subrecipient shall promptly repay to the County the full grant amount or that portion of the amounts that have been disbursed to Subrecipient prior to such termination.

14. **TERMINATION OF AGREEMENT FOR CONVENIENCE:**

This Agreement may be terminated in whole or in part upon the mutual agreement of the parties hereto, in which case the County and Subrecipient shall agree upon the termination conditions, including the effective date, the disposition of contract amounts, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the County determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Subrecipient shall promptly repay to the County the full grant amount or that portion of the amount which has been disbursed to Subrecipient prior to such termination.

15. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS:**

A. No member or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit to arise herefrom.

B. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

C. No federal funds appropriated under this Agreement shall be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress or any federal agency in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or agreement.

D. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

E. Subrecipient shall require that the language of this certification be included in the award documents for all sub-Subrecipients and that all sub-Subrecipients shall certify and disclose accordingly.

16. **CONFLICT OF INTEREST:**

Subrecipient covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services to be undertaken through this Agreement. Subrecipient further covenants that in the performance of this Agreement, no person having such an interest shall be employed by Subrecipient.

17. **GRANTOR RECOGNITION:**

All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as CDBG funded. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

18. **ASSIGNABILITY:**

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

19. **HOLD HARMLESS PROVISION:**

Subrecipient shall indemnify, defend and hold harmless the County, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of Subrecipient's employees or agents during the performance of this Agreement.

20. **SEVERABILITY CLAUSE:**

If any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable, this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

21. **LIMITATIONS OF COUNTY LIABILITY - DISCLAIMER OF RELATIONSHIP:**

The County shall not be liable to Subrecipient, or to any party, for completion of or failure to complete any improvements which are parts of the Project. Nothing contained in this Agreement, nor any act or omission of the County or Subrecipient, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of Subrecipient's involvement with the County.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this _____ day of _____, 2025.

Williamson County, Texas

By: _____
Valerie Covey
Presiding Officer/Authorized Official
Williamson County

ACKNOWLEDGMENT

STATE OF TEXAS *)*
) SS:
WILLIAMSON COUNTY *)*

On this _____ day of _____, 2025, before me, _____, a Notary Public in and for said State, personally appeared Valerie Covey, to me personally known, who being by me duly sworn, did say that she is the Presiding Officer/Authorized Official of said County executing the within and foregoing instrument that the seal affixed hereto is the seal of said County, and that the said Valerie Covey acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by her voluntarily executed.

_____

Notary Public in and for Williamson County, Texas

Helping Hands of Georgetown (Subrecipient)

By: S Christensen
Sasha Christensen
Executive Director

ATTEST: _____
Secretary

ACKNOWLEDGMENT

STATE OF TEXAS)
) *SS:*
WILLIAMSON COUNTY)

On this 25 day of February, 2025, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared Sasha Christensen and _____, to me personally known, who being by me duly sworn, did say that they are the Executive director and _____, respectively, of the Helping Hands of Georgetown executing the foregoing instrument; that the seal affixed hereto is the seal of said agency; that the instrument was signed on behalf of the agency by proper authority; that Sasha Christensen and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the agency, by it and by them voluntarily executed.

DEBRA S. WILSON
My Notary ID # 124173367
Expires March 12, 2027

Debra S. Wilson
Notary Public in and for the State of Texas

EXHIBIT A

**TO AGREEMENT BETWEEN WILLIAMSON COUNTY
AND THE HELPING HAND OF GEORGETOWN
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FISCAL YEAR 2023 FUNDING**

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1. PROJECT DESCRIPTION AND SCOPE OF SERVICES:

A. Subrecipient will utilize funds to provide food pantry services to qualified residents to include but not limited to food distribution and brown bag meals.

B. Upon request, the County will provide technical assistance to the subrecipient concerning compliance with the terms of this Agreement. The subrecipient shall be responsible for all bidding procedures and subcontractural arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the County.

C. The Project shall be completed in compliance with all applicable state and local codes. Upon completion, this Project shall be operated in compliance with all applicable federal, state and local laws. Subrecipient agrees the funding shall be used solely for the purpose of costs as detailed in Part I.1.A. of this Agreement.

2. TIME OF PERFORMANCE:

Subrecipient shall perform according to the following schedule:

	Program Element
1. January 2025	Award of funds and contract with Williamson County
2. January-September 2025	Provide Services
3. Monitoring Period	To be determined based on statement below

Records are to be retained for four years from the date of submission of the County's CAPER in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the four year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular four year period, whichever is longer.

3. PROPOSED PROJECT BUDGET:

	CDBG Amount	Subrecipient Amount
A. Social Services	$25,000	_____
B. Eligible equipment (as outlined in 24 CFR 570.207(1))	_____	_____
C. Engineering, planning & administrative costs	_____	_____
D. Property Acquisition	_____	_____
CDBG Grant/Loan	$25,000	

EXHIBIT B
Williamson County Community Development Block Grant Audit Requirements

Williamson County Subrecipients will adhere to the following guidelines with regards to audit requirements:

Subrecipient agrees to comply with the applicable requirements and standards as set forth in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Subrecipient agrees to furnish County with a current Financial Report (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to Subrecipient hereunder. Future and unused grant funds will automatically be forfeited if the Subrecipient fails to submit a Financial Report.

However, if Subrecipient expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in federal funds (all sources), Subrecipient must, within nine (9) months from the end of its fiscal year, supply County with a single audit and is required to submit their audit report to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after the receipt of the auditor's report, or within 9 months after the end of the audit period. Grant funds will automatically be forfeited if the Subrecipient fails to submit an audit within the allotted time.

If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal funds (all sources), then they are exempt from the Single Audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

If applicable, Subrecipient is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Report or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity as defined in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Subrecipient will not be awarded grant funds.

If applicable, Subrecipient agrees to cooperate with County relating to any inquiries regarding the Financial Audit or Financial Report and Subrecipient acknowledges that a Financial Audit or Financial Report shall be provided to County at the expense of the Subrecipient. Financial Audit or Financial Report shall be available to County staff, and any and all applicable federal agencies, and be of unrestricted access, in accordance with 24 CFR Part 85.42 and 24 CFR Part 84.53 as applicable.

The Williamson County CDBG office will issue letters to remind Subrecipients of the audit requirements and request timely submission. Letters will be issued on or around January 5 of each year. If no response is received, a second letter will be issued on or around February 15 of each year. If no response is received, a third request will be made approximately two weeks following. If no response is received by March 15, a final notification will be issued advising the subrecipient of suspension of reimbursement and future funding pending receipt of requested information.

Failure to follow these guidelines could result in the forfeit of future Williamson County CDBG funds and/or repayment of Williamson County CDBG funds already utilized.

Upon receipt of the required audit documents, the Williamson County Community Development Block Grant office will do an initial review to identify findings that affect the Williamson County CDBG program or any cross-cutting findings that could affect future funding. The CDBG office will also request a review by the Williamson County Auditor's office.

In the event of a finding, Williamson County will issue a letter requesting additional information regarding the finding and the intentions of the Subrecipient to remedy the finding. Working with the Williamson County Auditor's office, the CDBG office will determine next steps to ensure that all federal, state, or local laws/statures are met.

If a Subrecipient is unable to provide required audit documentation and has utilized CDBG funding, Williamson County will have the option to request repayment and recapture unused funds. If a Subrecipient is unable to provide required audit documentation and has not utilized CDBG funding, Williamson County will not issue funding until requirements are met or will reallocate funds to an alternate project if necessary.

Commissioners Court - Regular Session **14.**

Meeting Date: 04/08/2025

CDBG Agreements

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take action on Subrecipient Agreements between Williamson County and the City of Granger for Community Development Block Grant funding.

Background

The attached agreements coincide with projects approved for reallocation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Granger Reallocation Lift Station

Granger Reallocation Wastewater

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/03/2025 11:26 AM
Form Started By: Sally Bardwell		Started On: 04/03/2025 10:56 AM
Final Approval Date: 04/03/2025		

AGREEMENT BETWEEN WILLIAMSON COUNTY
AND The City of Granger
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FISCAL YEAR 2023 FUNDING

THIS AGREEMENT, entered into this ___ day of _____, 2025, by and between Williamson County ("County"), and The City of Granger ("Subrecipient");

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) funds granted by the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301) and under the 1990 National Affordable Housing Act (Public Law 102-550); and

WHEREAS, the County wishes to utilize CDBG funds to assist Subrecipient in installing a new influent lift station at the existing wastewater facility site to allow for gravity flow from the wastewater collection system. This requires the influent lift station to be approximately 28-feet deep; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PART I

1. **PURPOSE AND SCOPE OF SERVICES:**

   A. Subrecipient will perform the services described in Exhibit A attached to this Agreement pursuant to the project description, timeline and budget.

   B. Upon request, the County will provide technical assistance to the subrecipient concerning compliance with the terms of this Agreement. The subrecipient shall be responsible for all bidding procedures and subcontractural arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the County.

   C. The Project shall be completed in compliance with all applicable state and local codes. Upon completion, this Project shall be operated in compliance with all applicable federal, state and local laws. Subrecipient agrees the funding shall be used solely for the purpose of costs as detailed in Part I.1.A. of this Agreement.

2. **TIME OF PERFORMANCE:**

   Subrecipient shall perform according to the schedule described in Exhibit A. The schedule for performance is subject to change by mutual agreement of both parties in writing.

3. **PROPOSED PROJECT BUDGET**

See attached budget in Exhibit A.

4. **Objective and Outcome Statement: Sustainability for the purpose of creating suitable living environments.**

5. **Project Indicators:**

Indicators will be requested of the Subrecipient by the Williamson County Community Development Administrator and could include but is not limited to such items as amount of money leveraged; number of persons, households, businesses, unit or beds assisted, as appropriate; income levels of persons or households; race, ethnicity, and disability data. Subrecipient agrees to fulfill the Community Development Administrator's request in a reasonable time but not to extend past 15 days after request.

6. **COMPENSATION AND METHOD OF PAYMENT:**

The County shall pay and Subrecipient agrees to accept in full $164,435 (Grant Amount – One Hundred Sixty Four Thousand Four Hundred Thirty Five Dollars and no/100) (hereinafter "Grant") for performance under this Agreement, as follows:

A. Based on the approved budget, partial payments shall be made upon presentation of (i) architect's Certificates for Payment for applicable labor and construction materials and supplies purchased or billed from the contractor for progress payments for project work completed, and/or (ii) purchase agreements, invoices, executed lien waivers, and other supporting documents covering all amounts to be paid, and/or (iii) time sheets and other source documents. Payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements.

B. All payments under this agreement are subject to receipt by the County of sufficient federal funds for the CDBG program. CDBG funds shall be drawn from the U.S. Treasury by the County through the Integrated Disbursement and Information System (IDIS). The County shall retain exclusive direct access rights to the IDIS system. All access to the IDIS system will be by duly authorized persons designated by the County as approved by HUD. Any termination, reduction or delay of receipt of CDBG funds to the County shall, at the sole option of the County, result in the termination, reduction or delay of CDBG funds to the subrecipient.

C. Subrecipient shall not hold funds. Any funds not immediately disbursed by the subrecipient shall be returned to the County and will be deposited in the U.S. Treasury, CDBG Trust Account. Any interest earned on cash advances from the U.S. Treasury and/or County of less than one hundred dollars ($100.00) per year may be retained by the subrecipient and used for project expenses. Any interest in excess of one hundred dollars ($100.00) per year shall be remitted promptly to the County.

D. Subrecipient shall report all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this

Agreement. The use of program income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the County at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the County.

7. **TERMS AND CONDITIONS:**

A. Subrecipient agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement.

B. The County shall have no responsibility or liability for the maintenance, operation or program funding for Subrecipient.

C. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Subrecipient shall at all times remain independent with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

D. During the period of this Agreement, effective as of the start of the Project, the Subrecipient and/or contractor and/or subcontractor performing any portion of the work on the Project that involves any construction trade (hereinafter collectively referred to in this provision as "Construction Trade Participant(s)") shall, at their own expense, procure and maintain all-risk property damage and liability insurance. For the term of this Agreement, Construction Trade Participant(s) shall list the County as an additional insured on said all-risk property damage and liability insurance. Property damage coverage shall not be less than the current market value of the property. Liability coverage shall include contractual insurance as well as comprehensive form insurance and shall provide coverage of not less than $1,000,000 bodily injury per person, $1,000,000 bodily injury per occurrence, and $500,000 property damage. Subrecipient, on behalf of itself and on behalf of any other Construction Trade Participant(s), shall furnish the County with a certificate of insurance before any work is started by any such party. The certificate of insurance shall include a statement guaranteeing that the insurance policy shall not be cancelled, non-renewed or materially changed without thirty (30) days advance written notice being given to the Community Development Administrator. Construction Trade Participant(s) shall provide Workers' Compensation Insurance coverage as required by Texas law for all employees involved in the performance of this Agreement. The insurance company providing the insurance must be licensed to do business in the State of Texas and rated as A or better by A.M. Best. The Subrecipient hereby acknowledges and agrees that it shall be the responsibility of the Subrecipient to ensure that all Construction Trade Participant(s) comply with the herein stipulated minimum insurance requirements. Furthermore, the Subrecipient hereby agrees to include and require that the language of this provision be included in all contracts or subcontracts relating to the Project.

E. Until at least the date determined in Exhibit A of this Agreement (Monitoring Period), Subrecipient shall fulfill its stated purpose in a manner satisfactory to the County as outlined in Exhibit A (Project Description and Scope of Services) of this Agreement and provide continued service. All records and public information created in connection with this Agreement or the Project shall be retained by Subrecipient until at least the date determined in Exhibit A (Monitoring Period).

F. In the event Subrecipient discontinues its services and/or the Project funded under this Agreement prior to the date determined in Exhibit A (Monitoring Period) of this Agreement, the value of the pro-rated portion of real and personal property (tangible and intangible) secured with the CDBG funds, if applicable, under this Agreements shall revert to the County. If said property has been disposed of, then the County will be reimbursed in the amount of the current fair market value of the property less any portion of the fair market value attributable to non- County CDBG funds. (Personal property includes, but is not limited to, equipment, furnishings, and vehicles.)

G. Except as provided herein, the terms of this Agreement shall be effective from the date of execution through and including the date determined in Exhibit A of this Agreement (Monitoring Period).

PART II

1. **PERFORMANCE AND REPORTING:**

A. Subrecipient shall direct all notices, reports, insurance policies, and other communications related to or required by this Agreement to the office of the Williamson County Community Development Administrator, 710 Main Street, Ste 101 Georgetown, TX 78626. Notice by both Subrecipient and County shall be given by ordinary mail. All reports shall comply with relevant state and federal regulations, including but not limited to 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. Until the completion of the Project and expenditure of all CDBG funds disbursed under this Agreement, Subrecipient shall submit monthly reports describing progress of the project activities.

C. Not later than date determined in Exhibit A of this Agreement (Project Completion Date), Subrecipient shall provide the County with a Certified Statement of the Expenditure of Funds disbursed under this Agreement.

D. Following completion of the Project, Subrecipient shall submit annual reports by the first day of October of each contract year until the date determined in Exhibit A (Monitoring Period) of this Agreement. The annual report shall, at a minimum, include statistics pertaining to the number, race, disability, household income, household size and place of residence of clients served at Subrecipient's Facility.

E. No reporting requirements shall extend beyond the date determined in Exhibit A of this Agreement (Monitoring Period).

2. **OTHER REPORTS, AUDITS AND INSPECTIONS:**

A. Subrecipient shall promptly furnish the County or HUD with such statements, records, data and information as the County or HUD may reasonably request pertaining to this Agreement.

B. During the term of this Agreement, any time during normal business hours, Subrecipient shall make available to the County, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of Subrecipient's records in order to permit examination of any audits, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this Agreement.

C. Subrecipient shall retain financial records, supporting documents, statistical records, and all other records pertaining to expenditures under this Agreement until the date determined in Exhibit A.

3. **ADMINISTRATIVE REQUIREMENTS AND AUDIT REQUIREMENTS:**

A. Financial Management

1. Accounting Standards

Subrecipient agrees to comply with Subpart E of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. All financial transactions and documentation must comply with the audit requirements in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Procedures for Accounts Payable, Purchasing, and other accounting functions must meet all standards established by the Williamson County Auditor, and Subrecipient will provide any reports required by those standards.

2. Uniform Administrative Requirements

Subrecipient will comply with 24 CFR 570.502, Applicability of Uniform Administrative Requirements, Section (a), recipients and subrecipients that are governmental entities (including public agencies) and Section (b), subrecipients, except subrecipients that are governmental entities.

Subrecipients shall comply with the requirements and standards of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3. Audit Requirements

Subrecipient agrees to comply with the Williamson County Community Development Block Grant Audit Requirements attached as Exhibit B to this Agreement.

Subrecipients shall comply with the requirements and standards of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Subrecipient agrees to furnish County with a current Financial Report (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to Subrecipient hereunder. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit a Financial Report.**

However, if Subrecipient expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in federal funds (all sources), Subrecipient must, within nine (9) months from the end of its fiscal year, supply County with a single audit and is required to submit their audit report to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after the receipt of the auditor's report, or within 9 months after the end of the audit period. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal funds (all sources), then they are exempt from Single Audit requirement for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

Subrecipient is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Report or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity as defined in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Subrecipient will not be awarded grant funds.

If applicable, Subrecipient agrees to cooperate with County relating to any inquiries regarding the Financial Audit or Financial Report and Subrecipient acknowledges that a Financial Audit or Financial Report shall be provided to County at the expense of the Subrecipient. Financial Audit or Financial Report shall be available to County staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

4. Cost Principles

Subrecipient shall administer its program in conformance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards, as applicable, for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to Be Maintained

Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement, including but not limited to:

a. Records providing a full description of each activity undertaken;

b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program; and

d. Financial records as required by 24 CFR 570.502, and 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Client Data

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to a signed and dated verification of income statement, or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

3. National Objectives

Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement benefit low/moderate income persons, as defined in 24 CFR 570.208.

C. Procurement

1. Compliance

Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement. As necessary, the procurement procedures and related documents involving all purchases with grant funds are subject to review and oversight by the County's Contract Audit, Legal, and Purchasing Department.

2. OMB Standards

Subrecipient shall procure materials in accordance with the requirements of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Procurement Standards, and shall subsequently follow, Property Management Standards, covering utilization and disposal of property. Copies of said circulars are provided and by execution of this Agreement, Subrecipient acknowledges their receipt.

D. Amendments

The County or Subrecipient may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of both organizations.

4. **NON-DISCRIMINATION:**

No person shall be excluded from or denied the benefits of Subrecipient's service on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective project beneficiaries must, however, be persons in need of the programs provided by Subrecipient.

5. **SECTION 504 COMPLIANCE:**

No otherwise qualified individual with handicaps shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. This includes, but is not limited to, programs and/or activities related to housing, employment, and the delivery of services.

6. **EQUAL EMPLOYMENT OPPORTUNITY, FAIR HOUSING AND DRUG-FREE WORKPLACE:**

The subrecipient certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable HUD regulations pertaining to equal opportunity and affirmative action in employment. Further, the SUBRECIPIENT shall ensure that all contracts for work under this Agreement contain appropriate equal employment opportunity statements.

SUBRECIPIENT shall comply with all provisions of 24 CFR Part 100-115, which implement the Fair Housing Act. This Act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status.

In addition, SUBRECIPIENT certifies it will provide a drug-free workplace as defined in 24 CFR Part 24, subpart F and/or follow the requirements of 24 CFR 92.350.

7. **SECTION 3:**

Subrecipient agrees to comply with Section 3 requirements, the regulations set forth in 24 CFR 135, and to include the following language in all subcontracts executed under this Agreement:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contract is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. **WOMEN AND MINORITY-OWNED BUSINESS ENTERPRISES:**

Subrecipient will use its best efforts to afford minority and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of this Agreement.

9. **LABOR:**

Construction projects funded under the CDBG program in excess of $2,000 shall comply with the labor provisions outlined in 24 CFR 570.603. Subrecipient will comply with Davis-Bacon Act (40 U.S.C. 276a-276a-5). Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332). The Subrecipient agrees to adhere to said provisions and will not use suspended or debarred contractors.

10. **ENVIRONMENTAL ASSESSMENT AND HISTORIC PRESERVATION:**

Subrecipient shall assist the County in complying with all applicable environmental assessment and historic preservation requirements of HUD and the State Historic Preservation Officer of Texas.

11. **LEAD-BASED PAINT POISONING PREVENTION:**

Subrecipient shall comply with requirements of Section 302 of the Lead-Based Paint Poisoning Prevention Act and HUD regulations thereunder (24 CFR Part 570) insofar as they apply to the performance of this Agreement.

12. **ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS (570.613):**

1. Restriction The subrecipient agrees to comply with 24 CFR 570.613, which states that certain newly legalized aliens, as described in 24 CFR part 5 subpart E are not eligible to apply for benefits under covered activities funded by the County's CDBG programs. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities funded through the County's CDBG programs. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

2. Covered Activities "Covered activities" under this section means activities meeting the requirements of Sec. 570.208(a) that either:

a. Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or

b. Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

3. Limitation on Coverage

The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this agreement.

4. Compliance

Compliance can be accomplished by the subrecipient obtaining certification as provided in 24 CFR part 5 subpart E evidencing citizenship or eligible immigration status.

13. **TERMINATION OF AGREEMENT FOR CAUSE:**

If Subrecipient fails to fulfill its obligations under this Agreement in a timely and proper manner, or if Subrecipient violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to Subrecipient of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. The County shall be obligated to make no payment due hereunder after it gives said notice unless the defaults are remedied with said 30-day period. In the event of such termination, Subrecipient shall promptly repay to the County the full grant amount or that portion of the amounts that have been disbursed to Subrecipient prior to such termination.

14. **TERMINATION OF AGREEMENT FOR CONVENIENCE:**

This Agreement may be terminated in whole or in part upon the mutual agreement of the parties hereto, in which case the County and Subrecipient shall agree upon the termination conditions, including the effective date, the disposition of contract amounts, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the County determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Subrecipient shall promptly repay to the County the full grant amount or that portion of the amount which has been disbursed to Subrecipient prior to such termination.

15. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS:**

A. No member or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit to arise herefrom.

B. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

C. No federal funds appropriated under this Agreement shall be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress or any federal agency in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or agreement.

D. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

E. Subrecipient shall require that the language of this certification be included in the award documents for all sub-Subrecipients and that all sub-Subrecipients shall certify and disclose accordingly.

16. **CONFLICT OF INTEREST:**

Subrecipient covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services to be undertaken through this Agreement. Subrecipient further covenants that in the performance of this Agreement, no person having such an interest shall be employed by Subrecipient.

17. **GRANTOR RECOGNITION:**

All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as CDBG funded. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

18. **ASSIGNABILITY:**

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

19. **HOLD HARMLESS PROVISION:**

Subrecipient shall indemnify, defend and hold harmless the County, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of Subrecipient's employees or agents during the performance of this Agreement.

20. **SEVERABILITY CLAUSE:**

If any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable, this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

21. **LIMITATIONS OF COUNTY LIABILITY - DISCLAIMER OF RELATIONSHIP:**

The County shall not be liable to Subrecipient, or to any party, for completion of or failure to complete any improvements which are parts of the Project. Nothing contained in this Agreement, nor any act or omission of the County or Subrecipient, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of Subrecipient's involvement with the County.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this _____ day of April, 2025.

Williamson County, Texas

By: _____

Valerie Covey
Presiding Officer/Authorized Official

ACKNOWLEDGMENT

STATE OF TEXAS)
) SS:
WILLIAMSON COUNTY)

On this _____ day of April, 2025, before me, Andrea Schiele, a Notary Public in and for said State, personally appeared Valeri Covey, to me personally known, who being by me duly sworn, did say that she is the Presiding Officer/Authorized Official of said County executing the within and foregoing instrument that the seal affixed hereto is the seal of said County, and that the said Valerie Covey acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by her voluntarily executed.

_____
Notary Public in and for Williamson County, Texas

City of Granger (Subrecipient)

By: Monica Stojanik
Monica Stojanik
City Mayor

ATTEST: Christy Cavness-Bradshaw
Christy Cavness-Bradshaw
City Administrator

ACKNOWLEDGMENT

STATE OF TEXAS)
) SS:
WILLIAMSON COUNTY)

On this 3 day of April, 2025, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared Monica Stojanik and Christy Cavness Bradshaw to me personally known, who being by me duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of Granger executing the foregoing instrument; that the seal affixed hereto is the seal of said organization; that the instrument was signed on behalf of the organization by proper authority; that Monica Stojanik and Christy Cavness Bradshaw acknowledged the execution of the instrument to be the voluntary act and deed of the organization, by it and by them voluntarily executed.

Thomas E. Hodapp
Notary Public in and for the State of Texas

THOMAS EDWARD HODAPP NOTARY PUBLIC STATE OF TEXAS ID 134591627 EXP. 10-06-2027

EXHIBIT A

TO AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF GRANGER FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FISCAL YEAR 2023 FUNDING

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1. PROJECT DESCRIPTION AND SCOPE OF SERVICES:

A. Project includes installing a new influent lift station at the existing wastewater facility site to allow for gravity flow from the wastewater collection system. This requires the influent lift station to be approximately 28-feet deep.

B. Upon request, the County will provide technical assistance to the subrecipient concerning compliance with the terms of this Agreement. The subrecipient shall be responsible for all bidding procedures and subcontractural arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the County.

C. The Project shall be completed in compliance with all applicable state and local codes. Upon completion, this Project shall be operated in compliance with all applicable federal, state and local laws. Subrecipient agrees the funding shall be used solely for the purpose of costs as detailed in Part I.1.A. of this Agreement.

2. TIME OF PERFORMANCE:

Subrecipient shall perform according to the following schedule:

	Program Element
1. February 2025	Award of funds and contract with Williamson County
2. March – September 2025	Construction
3. Monitoring Period	To be determined based on statement below

Records are to be retained for four years from the date of submission of the County's CAPER in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the four year period. In such cases, the records must be retained until completion of the action and

resolution of all issues which arise from it or the end of the regular four year period, whichever is longer.

3. PROPOSED PROJECT BUDGET (see attached HUD budget):

	CDBG Amount	Subrecipient Amount
A. Construction\Rehabilitation\Installation	$164,435	_____
B. Eligible equipment (as outlined in 24 CFR 570.207(1))	_____	_____
C. Engineering, planning & administrative costs	_____	_____
D. Property Acquisition	_____	_____
CDBG Grant/Loan	$164,435	

EXHIBIT B
Williamson County Community Development Block Grant Audit Requirements

Williamson County Subrecipients will adhere to the following guidelines with regards to audit requirements:

Subrecipient agrees to comply with the applicable requirements and standards as set forth in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Subrecipient agrees to furnish County with a current Financial Report (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to Subrecipient hereunder. Future and unused grant funds will automatically be forfeited if the Subrecipient fails to submit a Financial Report.

However, if Subrecipient expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in federal funds (all sources), Subrecipient must, within nine (9) months from the end of its fiscal year, supply County with a single audit and is required to submit their audit report to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after the receipt of the auditor's report, or within 9 months after the end of the audit period. Grant funds will automatically be forfeited if the Subrecipient fails to submit an audit within the allotted time.

If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal funds (all sources), then they are exempt from the Single Audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

If applicable, Subrecipient is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Report or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity as defined in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Subrecipient will not be awarded grant funds.

If applicable, Subrecipient agrees to cooperate with County relating to any inquiries regarding the Financial Audit or Financial Report and Subrecipient acknowledges that a Financial Audit or Financial Report shall be provided to County at the expense of the Subrecipient. Financial Audit or Financial Report shall be available to County staff, and any and all applicable federal agencies, and be of unrestricted access, in accordance with 24 CFR Part 85.42 and 24 CFR Part 84.53 as applicable.

The Williamson County CDBG office will issue letters to remind Subrecipients of the audit requirements and request timely submission. Letters will be issued on or around January 5 of each year. If no response is received, a second letter will be issued on or around February 15 of each year. If no response is received, a third request will be made approximately two weeks following. If no response is received by March 15, a final notification will be issued advising the subrecipient of suspension of reimbursement and future funding pending receipt of requested information.

Failure to follow these guidelines could result in the forfeit of future Williamson County CDBG funds and/or repayment of Williamson County CDBG funds already utilized.

Upon receipt of the required audit documents, the Williamson County Community Development Block Grant office will do an initial review to identify findings that affect the Williamson County CDBG program or any cross-cutting findings that could affect future funding. The CDBG office will also request a review by the Williamson County Auditor's office.

In the event of a finding, Williamson County will issue a letter requesting additional information regarding the finding and the intentions of the Subrecipient to remedy the finding. Working with the Williamson County Auditor's office, the CDBG office will determine next steps to ensure that all federal, state, or local laws/statures are met.

If a Subrecipient is unable to provide required audit documentation and has utilized CDBG funding, Williamson County will have the option to request repayment and recapture unused funds. If a Subrecipient is unable to provide required audit documentation and has not utilized CDBG funding, Williamson County will not issue funding until requirements are met or will reallocate funds to an alternate project if necessary.

AGREEMENT BETWEEN WILLIAMSON COUNTY
AND The City of Granger
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FISCAL YEAR 2023 FUNDING

THIS AGREEMENT, entered into this ___ day of _____, 2025, by and between Williamson County ("County"), and The City of Granger ("Subrecipient");

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) funds granted by the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301) and under the 1990 National Affordable Housing Act (Public Law 102-550); and

WHEREAS, the County wishes to utilize CDBG funds to assist Subrecipient with installing 12-inch, 15-inch and 18-inch PVC wastewater pipe from the existing wastewater treatment facility north along Alligator Road. An additional 12-inch wastewater line will be installed along Fox Street to an existing lift station, and a 12-inch wastewater line will be installed along South Teer Street. The collections lines will be installed to redirect existing wastewater flows to a new influent lift station at the existing wastewater facility; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PART I

1. **PURPOSE AND SCOPE OF SERVICES:**

   A. Subrecipient will perform the services described in Exhibit A attached to this Agreement pursuant to the project description, timeline and budget.

   B. Upon request, the County will provide technical assistance to the subrecipient concerning compliance with the terms of this Agreement. The subrecipient shall be responsible for all bidding procedures and subcontractural arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the County.

   C. The Project shall be completed in compliance with all applicable state and local codes. Upon completion, this Project shall be operated in compliance with all applicable federal, state and local laws. Subrecipient agrees the funding shall be used solely for the purpose of costs as detailed in Part I.1.A. of this Agreement.

2. **TIME OF PERFORMANCE:**

   Subrecipient shall perform according to the schedule described in Exhibit A. The schedule for performance is subject to change by mutual agreement of both parties in writing.

3. **PROPOSED PROJECT BUDGET**

See attached budget in Exhibit A.

4. **Objective and Outcome Statement: Sustainability for the purpose of creating suitable living environments.**

5. **Project Indicators:**

Indicators will be requested of the Subrecipient by the Williamson County Community Development Administrator and could include but is not limited to such items as amount of money leveraged; number of persons, households, businesses, unit or beds assisted, as appropriate; income levels of persons or households; race, ethnicity, and disability data. Subrecipient agrees to fulfill the Community Development Administrator's request in a reasonable time but not to extend past 15 days after request.

6. **COMPENSATION AND METHOD OF PAYMENT:**

The County shall pay and Subrecipient agrees to accept in full $265,000 (Grant Amount – Two Hundred Sixty Five Thousand Dollars and no/100) (hereinafter "Grant") for performance under this Agreement, as follows:

A. Based on the approved budget, partial payments shall be made upon presentation of (i) architect's Certificates for Payment for applicable labor and construction materials and supplies purchased or billed from the contractor for progress payments for project work completed, and/or (ii) purchase agreements, invoices, executed lien waivers, and other supporting documents covering all amounts to be paid, and/or (iii) time sheets and other source documents. Payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements.

B. All payments under this agreement are subject to receipt by the County of sufficient federal funds for the CDBG program. CDBG funds shall be drawn from the U.S. Treasury by the County through the Integrated Disbursement and Information System (IDIS). The County shall retain exclusive direct access rights to the IDIS system. All access to the IDIS system will be by duly authorized persons designated by the County as approved by HUD. Any termination, reduction or delay of receipt of CDBG funds to the County shall, at the sole option of the County, result in the termination, reduction or delay of CDBG funds to the subrecipient.

C. Subrecipient shall not hold funds. Any funds not immediately disbursed by the subrecipient shall be returned to the County and will be deposited in the U.S. Treasury, CDBG Trust Account. Any interest earned on cash advances from the U.S. Treasury and/or County of less than one hundred dollars ($100.00) per year may be retained by the subrecipient and used for project expenses. Any interest in excess of one hundred dollars ($100.00) per year shall be remitted promptly to the County.

D. Subrecipient shall report all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the County at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the County.

7. **TERMS AND CONDITIONS:**

A. Subrecipient agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement.

B. The County shall have no responsibility or liability for the maintenance, operation or program funding for Subrecipient.

C. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Subrecipient shall at all times remain independent with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

D. During the period of this Agreement, effective as of the start of the Project, the Subrecipient and/or contractor and/or subcontractor performing any portion of the work on the Project that involves any construction trade (hereinafter collectively referred to in this provision as "Construction Trade Participant(s)") shall, at their own expense, procure and maintain all-risk property damage and liability insurance. For the term of this Agreement, Construction Trade Participant(s) shall list the County as an additional insured on said all-risk property damage and liability insurance. Property damage coverage shall not be less than the current market value of the property. Liability coverage shall include contractual insurance as well as comprehensive form insurance and shall provide coverage of not less than $1,000,000 bodily injury per person, $1,000,000 bodily injury per occurrence, and $500,000 property damage. Subrecipient, on behalf of itself and on behalf of any other Construction Trade Participant(s), shall furnish the County with a certificate of insurance before any work is started by any such party. The certificate of insurance shall include a statement guaranteeing that the insurance policy shall not be cancelled, non-renewed or materially changed without thirty (30) days advance written notice being given to the Community Development Administrator. Construction Trade Participant(s) shall provide Workers' Compensation Insurance coverage as required by Texas law for all employees involved in the performance of this Agreement. The insurance company providing the insurance must be licensed to do business in the State of Texas and rated as A or better by A.M. Best. The Subrecipient hereby acknowledges and agrees that it shall be the responsibility of the Subrecipient to ensure that all Construction Trade Participant(s) comply with the herein stipulated minimum insurance requirements. Furthermore, the Subrecipient hereby agrees to include

and require that the language of this provision be included in all contracts or subcontracts relating to the Project.

E. Until at least the date determined in Exhibit A of this Agreement (Monitoring Period), Subrecipient shall fulfill its stated purpose in a manner satisfactory to the County as outlined in Exhibit A (Project Description and Scope of Services) of this Agreement and provide continued service. All records and public information created in connection with this Agreement or the Project shall be retained by Subrecipient until at least the date determined in Exhibit A (Monitoring Period).

F. In the event Subrecipient discontinues its services and/or the Project funded under this Agreement prior to the date determined in Exhibit A (Monitoring Period) of this Agreement, the value of the pro-rated portion of real and personal property (tangible and intangible) secured with the CDBG funds, if applicable, under this Agreements shall revert to the County. If said property has been disposed of, then the County will be reimbursed in the amount of the current fair market value of the property less any portion of the fair market value attributable to non- County CDBG funds. (Personal property includes, but is not limited to, equipment, furnishings, and vehicles.)

G. Except as provided herein, the terms of this Agreement shall be effective from the date of execution through and including the date determined in Exhibit A of this Agreement (Monitoring Period).

PART II

1. **PERFORMANCE AND REPORTING:**

A. Subrecipient shall direct all notices, reports, insurance policies, and other communications related to or required by this Agreement to the office of the Williamson County Community Development Administrator, 710 Main Street, Ste 101 Georgetown, TX 78626. Notice by both Subrecipient and County shall be given by ordinary mail. All reports shall comply with relevant state and federal regulations, including but not limited to 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. Until the completion of the Project and expenditure of all CDBG funds disbursed under this Agreement, Subrecipient shall submit monthly reports describing progress of the project activities.

C. Not later than date determined in Exhibit A of this Agreement (Project Completion Date), Subrecipient shall provide the County with a Certified Statement of the Expenditure of Funds disbursed under this Agreement.

D. Following completion of the Project, Subrecipient shall submit annual reports by the first day of October of each contract year until the date determined in Exhibit A (Monitoring Period) of this Agreement. The annual report shall, at a minimum,

include statistics pertaining to the number, race, disability, household income, household size and place of residence of clients served at Subrecipient's Facility.

E. No reporting requirements shall extend beyond the date determined in Exhibit A of this Agreement (Monitoring Period).

2. **OTHER REPORTS, AUDITS AND INSPECTIONS:**

A. Subrecipient shall promptly furnish the County or HUD with such statements, records, data and information as the County or HUD may reasonably request pertaining to this Agreement.

B. During the term of this Agreement, any time during normal business hours, Subrecipient shall make available to the County, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of Subrecipient's records in order to permit examination of any audits, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this Agreement.

C. Subrecipient shall retain financial records, supporting documents, statistical records, and all other records pertaining to expenditures under this Agreement until the date determined in Exhibit A.

3. **ADMINISTRATIVE REQUIREMENTS AND AUDIT REQUIREMENTS:**

A. Financial Management

1. Accounting Standards

Subrecipient agrees to comply with Subpart E of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. All financial transactions and documentation must comply with the audit requirements in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Procedures for Accounts Payable, Purchasing, and other accounting functions must meet all standards established by the Williamson County Auditor, and Subrecipient will provide any reports required by those standards.

2. Uniform Administrative Requirements

Subrecipient will comply with 24 CFR 570.502, Applicability of Uniform Administrative Requirements, Section (a), recipients and subrecipients that are governmental entities (including public agencies) and Section (b), subrecipients, except subrecipients that are governmental entities.

Subrecipients shall comply with the requirements and standards of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3. Audit Requirements

Subrecipient agrees to comply with the Williamson County Community Development Block Grant Audit Requirements attached as Exhibit B to this Agreement.

Subrecipients shall comply with the requirements and standards of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Subrecipient agrees to furnish County with a current Financial Report (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to Subrecipient hereunder. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit a Financial Report.**

However, if Subrecipient expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in federal funds (all sources), Subrecipient must, within nine (9) months from the end of its fiscal year, supply County with a single audit and is required to submit their audit report to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after the receipt of the auditor's report, or within 9 months after the end of the audit period. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal funds (all sources), then they are exempt from Single Audit requirement for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

Subrecipient is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Report or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity as defined in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Subrecipient will not be awarded grant funds.

If applicable, Subrecipient agrees to cooperate with County relating to any inquiries regarding the Financial Audit or Financial Report and Subrecipient acknowledges that a Financial Audit or Financial Report shall be provided to County at the expense of the Subrecipient. Financial Audit or Financial Report shall be available to County staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

4. Cost Principles

Subrecipient shall administer its program in conformance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to Be Maintained

Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement, including but not limited to:

a. Records providing a full description of each activity undertaken;

b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program; and

d. Financial records as required by 24 CFR 570.502, and 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Client Data

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to a signed and dated verification of income statement, or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

3. National Objectives

Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement benefit low/moderate income persons, as defined in 24 CFR 570.208.

C. Procurement

1. Compliance

Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement. As necessary, the procurement procedures and related documents involving all purchases with grant

funds are subject to review and oversight by the County's Contract Audit, Legal, and Purchasing Department.

2. OMB Standards

Subrecipient shall procure materials in accordance with the requirements of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Procurement Standards, and shall subsequently follow, Property Management Standards, covering utilization and disposal of property. Copies of said circulars are provided and by execution of this Agreement, Subrecipient acknowledges their receipt.

D. Amendments

The County or Subrecipient may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of both organizations.

4. **NON-DISCRIMINATION:**

No person shall be excluded from or denied the benefits of Subrecipient's service on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective project beneficiaries must, however, be persons in need of the programs provided by Subrecipient.

5. **SECTION 504 COMPLIANCE:**

No otherwise qualified individual with handicaps shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. This includes, but is not limited to, programs and/or activities related to housing, employment, and the delivery of services.

6. **EQUAL EMPLOYMENT OPPORTUNITY, FAIR HOUSING AND DRUG-FREE WORKPLACE:**

The subrecipient certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable HUD regulations pertaining to equal opportunity and affirmative action in employment. Further, the SUBRECIPIENT shall ensure that all contracts for work under this Agreement contain appropriate equal employment opportunity statements.

SUBRECIPIENT shall comply with all provisions of 24 CFR Part 100-115, which implement the Fair Housing Act. This Act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status.

In addition, SUBRECIPIENT certifies it will provide a drug-free workplace as defined in 24 CFR Part 24, subpart F and/or follow the requirements of 24 CFR 92.350.

7. **SECTION 3:**

Subrecipient agrees to comply with Section 3 requirements, the regulations set forth in 24 CFR 135, and to include the following language in all subcontracts executed under this Agreement:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contract is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. **WOMEN AND MINORITY-OWNED BUSINESS ENTERPRISES:**

Subrecipient will use its best efforts to afford minority and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of this Agreement.

9. **LABOR:**

Construction projects funded under the CDBG program in excess of $2,000 shall comply with the labor provisions outlined in 24 CFR 570.603. Subrecipient will comply with Davis-Bacon Act (40 U.S.C. 276a-276a-5). Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332). The Subrecipient agrees to adhere to said provisions and will not use suspended or debarred contractors.

10. **ENVIRONMENTAL ASSESSMENT AND HISTORIC PRESERVATION:**

Subrecipient shall assist the County in complying with all applicable environmental assessment and historic preservation requirements of HUD and the State Historic Preservation Officer of Texas.

11. **LEAD-BASED PAINT POISONING PREVENTION:**

Subrecipient shall comply with requirements of Section 302 of the Lead-Based Paint Poisoning Prevention Act and HUD regulations thereunder (24 CFR Part 570) insofar as they apply to the performance of this Agreement.

12. **ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS (570.613):**

1. Restriction The subrecipient agrees to comply with 24 CFR 570.613, which states that certain newly legalized aliens, as described in 24 CFR part 5 subpart E are not eligible to apply for benefits under covered activities funded by the County's CDBG programs. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities funded through the

County's CDBG programs. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

2. Covered Activities "Covered activities" under this section means activities meeting the requirements of Sec. 570.208(a) that either:

a. Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or

b. Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

3. Limitation on Coverage

The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this agreement.

4. Compliance

Compliance can be accomplished by the subrecipient obtaining certification as provided in 24 CFR part 5 subpart E evidencing citizenship or eligible immigration status.

13. **TERMINATION OF AGREEMENT FOR CAUSE:**

If Subrecipient fails to fulfill its obligations under this Agreement in a timely and proper manner, or if Subrecipient violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to Subrecipient of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. The County shall be obligated to make no payment due hereunder after it gives said notice unless the defaults are remedied with said 30-day period. In the event of such termination, Subrecipient shall promptly repay to the County the full grant amount or that portion of the amounts that have been disbursed to Subrecipient prior to such termination.

14. **TERMINATION OF AGREEMENT FOR CONVENIENCE:**

This Agreement may be terminated in whole or in part upon the mutual agreement of the parties hereto, in which case the County and Subrecipient shall agree upon the termination conditions, including the effective date, the disposition of contract amounts, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the County determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Subrecipient shall promptly repay to the County the full grant amount or that portion of the amount which has been disbursed to Subrecipient prior to such termination.

15. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS:**

A. No member or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit to arise herefrom.

B. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

C. No federal funds appropriated under this Agreement shall be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress or any federal agency in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or agreement.

D. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

E. Subrecipient shall require that the language of this certification be included in the award documents for all sub-Subrecipients and that all sub-Subrecipients shall certify and disclose accordingly.

16. **CONFLICT OF INTEREST:**

Subrecipient covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services to be undertaken through this Agreement. Subrecipient further covenants that in the performance of this Agreement, no person having such an interest shall be employed by Subrecipient.

17. **GRANTOR RECOGNITION:**

All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as CDBG funded. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

18. **ASSIGNABILITY:**

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

19. **HOLD HARMLESS PROVISION:**

Subrecipient shall indemnify, defend and hold harmless the County, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of Subrecipient's employees or agents during the performance of this Agreement.

20. **SEVERABILITY CLAUSE:**

If any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable, this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

21. **LIMITATIONS OF COUNTY LIABILITY - DISCLAIMER OF RELATIONSHIP:**

The County shall not be liable to Subrecipient, or to any party, for completion of or failure to complete any improvements which are parts of the Project. Nothing contained in this Agreement, nor any act or omission of the County or Subrecipient, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of Subrecipient's involvement with the County.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this _____ day of April, 2025.

Williamson County, Texas

By: _____

Valerie Covey
Presiding Officer/Authorized Official

ACKNOWLEDGMENT

STATE OF TEXAS)
) SS:
WILLIAMSON COUNTY)

On this _____ day of April, 2025, before me, Andrea Schiele, a Notary Public in and for said State, personally appeared Valeri Covey, to me personally known, who being by me duly sworn, did say that she is the Presiding Officer/Authorized Official of said County executing the within and foregoing instrument that the seal affixed hereto is the seal of said County, and that the said Valerie Covey acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by her voluntarily executed.

_____
Notary Public in and for Williamson County, Texas

City of Granger (Subrecipient)

By: Monica Stojanik
Monica Stojanik
City Mayor

ATTEST: Christy Cavness-Bradshaw
Christy Cavness-Bradshaw
City Administrator

ACKNOWLEDGMENT

STATE OF TEXAS)
) *SS:*
WILLIAMSON COUNTY)

On this 3 day of April, 2025, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared Monica Stojanik and Christy Cavness Bradshaw, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of Granger executing the foregoing instrument; that the seal affixed hereto is the seal of said organization; that the instrument was signed on behalf of the organization by proper authority; that Monica Stojanik and Christy Cavness Bradshaw acknowledged the execution of the instrument to be the voluntary act and deed of the organization, by it and by them voluntarily executed.

Thomas E. Hodapp
Notary Public in and for the State of Texas

THOMAS EDWARD HODAPP NOTARY PUBLIC STATE OF TEXAS ID 13459162 EXP. 10-06-2027

EXHIBIT A

TO AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF GRANGER FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FISCAL YEAR 2023 FUNDING

---

1. PROJECT DESCRIPTION AND SCOPE OF SERVICES:

A. Project includes installing 12-inch, 15-inch and 18-inch PVC wastewater pipe from the existing wastewater treatment facility north along Alligator Road. An additional 12-inch wastewater line will be installed along Fox Street to an existing lift station, and a 12-inch wastewater line will be installed along South Teer Street. The collections lines will be installed to redirect existing wastewater flows to a new influent lift station at the existing wastewater facility.

B. Upon request, the County will provide technical assistance to the subrecipient concerning compliance with the terms of this Agreement. The subrecipient shall be responsible for all bidding procedures and subcontractural arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the County.

C. The Project shall be completed in compliance with all applicable state and local codes. Upon completion, this Project shall be operated in compliance with all applicable federal, state and local laws. Subrecipient agrees the funding shall be used solely for the purpose of costs as detailed in Part I.1.A. of this Agreement.

2. TIME OF PERFORMANCE:

Subrecipient shall perform according to the following schedule:

	Program Element
1. February 2025	Award of funds and contract with Williamson County
2. February – May 2025	Construction
3. Monitoring Period	To be determined based on statement below

Records are to be retained for four years from the date of submission of the County's CAPER in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the four

year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular four year period, whichever is longer.

3. PROPOSED PROJECT BUDGET (see attached HUD budget):

	CDBG Amount	Subrecipient Amount
A. Construction\Rehabilitation\Installation	$265,000	_____
B. Eligible equipment (as outlined in 24 CFR 570.207(1))	_____	_____
C. Engineering, planning & administrative costs	_____	_____
D. Property Acquisition	_____	_____
CDBG Grant/Loan	$265,000	

EXHIBIT B
Williamson County Community Development Block Grant Audit Requirements

Williamson County Subrecipients will adhere to the following guidelines with regards to audit requirements:

Subrecipient agrees to comply with the applicable requirements and standards as set forth in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Subrecipient agrees to furnish County with a current Financial Report (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to Subrecipient hereunder. Future and unused grant funds will automatically be forfeited if the Subrecipient fails to submit a Financial Report.

However, if Subrecipient expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in federal funds (all sources), Subrecipient must, within nine (9) months from the end of its fiscal year, supply County with a single audit and is required to submit their audit report to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after the receipt of the auditor's report, or within 9 months after the end of the audit period. Grant funds will automatically be forfeited if the Subrecipient fails to submit an audit within the allotted time.

If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal funds (all sources), then they are exempt from the Single Audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

If applicable, Subrecipient is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Report or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity as defined in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Subrecipient will not be awarded grant funds.

If applicable, Subrecipient agrees to cooperate with County relating to any inquiries regarding the Financial Audit or Financial Report and Subrecipient acknowledges that a Financial Audit or Financial Report shall be provided to County at the expense of the Subrecipient. Financial Audit or Financial Report shall be available to County staff, and any and all applicable federal agencies, and be of unrestricted access, in accordance with 24 CFR Part 85.42 and 24 CFR Part 84.53 as applicable.

The Williamson County CDBG office will issue letters to remind Subrecipients of the audit requirements and request timely submission. Letters will be issued on or around January 5 of each year. If no response is received, a second letter will be issued on or around February 15 of each year. If no response is received, a third request will be made approximately two weeks following. If no response is received by March 15, a final notification will be issued advising the subrecipient of suspension of reimbursement and future funding pending receipt of requested information.

Failure to follow these guidelines could result in the forfeit of future Williamson County CDBG funds and/or repayment of Williamson County CDBG funds already utilized.

Upon receipt of the required audit documents, the Williamson County Community Development Block Grant office will do an initial review to identify findings that affect the Williamson County CDBG program or any cross-cutting findings that could affect future funding. The CDBG office will also request a review by the Williamson County Auditor's office.

In the event of a finding, Williamson County will issue a letter requesting additional information regarding the finding and the intentions of the Subrecipient to remedy the finding. Working with the Williamson County Auditor's office, the CDBG office will determine next steps to ensure that all federal, state, or local laws/statures are met.

If a Subrecipient is unable to provide required audit documentation and has utilized CDBG funding, Williamson County will have the option to request repayment and recapture unused funds. If a Subrecipient is unable to provide required audit documentation and has not utilized CDBG funding, Williamson County will not issue funding until requirements are met or will reallocate funds to an alternate project if necessary.

Commissioners Court - Regular Session **15.**

Meeting Date: 04/08/2025

Request to apply for FEMA Hazard Mitigation Grant Program to fund two warning sirens

Submitted For: Bruce Clements **Submitted By:** Damaris Morales, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a request from the Office of Emergency Management to apply for FEMA Hazard Mitigation Grant Program to fund warning/tornado sirens for the cities of Weir and Granger.

Background

The Office of Emergency Management is requesting approval to apply to the FEMA Hazard Mitigation Grant Program on behalf of the cities of Weir and Granger to purchase warning/tornado sirens. This will increase our public alerting capability and make the communities safer. This will be at no cost to the county. 75% will be covered by FEMA and 25% by each city. The MOU's labeled as drafts are currently under legal review and do not need to be signed today. If approved to apply for this grant, we will re-submit the MOUs for court approval after legal review and being signed by the cities first.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grants Management Request Form
Resolution - City of Granger
Resolution - City of Weir
MOU Resolution - City of Granger
MOU Resolution - City of Weir
MOU Draft Wilco - Granger
MOU Draft Wilco - Weir

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/03/2025 10:45 AM
Emergency Services Dept. (Originator)	Damaris Morales	04/03/2025 11:13 AM
County Judge Exec Asst.	Andrea Schiele	04/03/2025 11:26 AM
Emergency Services Dept. (Originator)	Damaris Morales	04/03/2025 01:46 PM
Form Started By: Damaris Morales		Started On: 04/03/2025 09:25 AM
Final Approval Date: 04/03/2025		

Grant Title/Project Name:	FEMA Hazard Mitigation Grant Program/Emergency Warning Systems for Granger and Weir
Department:	Office of Emergency Management
Requestor:	Bruce Clements
Contact Email:	bruce.clements@wilco.org
Contact Phone Number:	bruce.clements@wilco.org
Start Date:	3/28/2025
End Date:	3/28/2028
Please select request category:	Asset
Describe the purpose of the grant in detail to include all requirements.	Apply to the FEMA Hazard Mitigation Grant Program to fund 2 warning sirens; one for the City of Granger and one for the City of Weir. Neither city currenlty has a functioning warning system in place. Given the growth in both Citys and the lack of a reliable warning systems, we are proposing to install emergency siren warning systems with a common control locations to warn the residents of impending hazardous conditions. The project will include project and grant management costs including recordkeeping, notice of award/contract execution, kickoff meeting, start-up docs, establish file, maintain records, progress meetings, reimbursement/financial management, quarterly reporting, closeout/project completion; Environmental Assessments (EAs); Large medium range omni-directional warning sirens; ac/dc back up battery system with run time up to 30 minutes; Radio Decoder/Telephone decoder programmable, multi signal format, Weatherprood Cabinet and antenna, installation; 45' to 50' wooden pole; and the hardware needed to mount the siren to the 50' wooden pole.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	$103,000.00
Please provide a breakdown of the total cost above.	Granger Warning System Total Cost = $51,500 (Federal = $38,625; City of Granger = $12,875; Williamson County = $0). Weir Warning System Total Cost = $51,500 (Federal = $38,625; City of Weir= $12,875; Williamson County = $0). Total Project Cost = $103,000 (Federal = $77,250; Citys = 25,750; Williamson County = $0).
Is there a match requirement?	Yes
What is the source of the match?	Each City will cover their portion of the 25% match. There is no direct cost to Williamson County.
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	

What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	N/A
How is this asset request different from any similar assets currently in the County and/or region?	The Warning Systems are fixed sites and there are currently none in Granger or Weir.
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	Providing direct warning to the general population of impending threats such as tornadoes.
How often do these events occur?	1954-2017, 67 tornadoes touched down in the County with 29 deaths and 74 injuries
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	N/A No county personnel will be needed.
Where will the asset be stored?	Fixed locations in each city.
What is the useful life of the asset?	20-30 years.
Will a replacement be requested from general funds when useful life has been exhausted?	No
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	No
Does this asset require insurance coverage?	No
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	On-going maintenance is the responsibility of each city. No cost to the County. The cost for each city is approximatley $1,000 per year.
How will this asset be funded when the grant ends?	N/A
What is the impact if the grant is not received?	Increased life-safety vulnerability of two growing communities. The warning sirens are one part of an overall public warning strategy including phone alerts and other notification methods.
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	

Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they are available for use?	
How is this item request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	
What is the useful life of the item?	
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	
How will this item be funded when the grant ends?	
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	None
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	None
What is the cost and frequency to maintain/update the additional equipment?	None

What is the impact of this grant application on other internal/county departments?	None
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	
If yes, how much is the match amount?	$25,750
Please identify any known decrease in funding at this time.	None currenlty identified
Is this a new program to your department/office?	Yes
Please provide data points to be collected to show program success	FEMA Hazard Mitigation Grant Program participation success is measured by the selection of the application for funding, and the completion and close-out of the new warning siren installations.
Please show historical data points or performance measures, statistics, services provided, etc. or any/all updates for re-application	
ID	137
Version	3.0
Attachments	False
Created	3/20/2025 1:56 PM
Created By	Bruce Clements
Modified	3/20/2025 2:43 PM
Modified By	Bruce Clements

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, GEORGETOWN TEXAS, AUTHORIZING THE SUBMISSION OF A HAZARD MITIGATION GRANT PROGRAM (HMGP) APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION (FEMA) THROUGH THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM) FOR THE DEVELOPMENT OF A PROJECT IN SUPPORT OF THE CITY OF GRANGER; AND TO ACT AS THE APPLICANT TO FEMA AND TDEM ON BEHALF OF THE CITY OF GRANGER FOR AN EMERGENCY WARNING SYSTEM; AND AUTHORIZING THE COUNTY JUDGE OR PRESIDING OFFICER TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE FEMA HAZARD MITIGATION GRANT PROJECT.

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of Williamson County to apply for funding under the Hazard Mitigation Grant Program; and

WHEREAS; a Memorandum of Understanding (MOU) between Williamson County and the City of Granger acknowledges that the City of Granger accepts responsibility for all matching funds and related expenses associated with the project.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, GEORGETOWN, TEXAS:

1. That Williamson County is authorized to submit an application on behalf of the City of Granger for FEMA Mitigation Funds for an emergency warning system.

2. That Commissioners Court directs and designates the Judge or Presiding Officer as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application.

3. That the City of Granger through a Memorandum of Understanding (MOU) with Williamson County is committing to provide 25% or more matching funds in contribution to the FEMA Mitigation Project.

Resolved this _____ day of _____, 2025.

_____
Valerie Covey
Presiding Officer
Williamson County

ATTEST:

_____
Nancy E. Rister
County Clerk

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, GEORGETOWN TEXAS, AUTHORIZING THE SUBMISSION OF A HAZARD MITIGATION GRANT PROGRAM (HMGP) APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION (FEMA) THROUGH THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM) FOR THE DEVELOPMENT OF A PROJECT IN SUPPORT OF THE CITY OF WEIR; AND TO ACT AS THE APPLICANT TO FEMA AND TDEM ON BEHALF OF THE CITY OF WEIR FOR AN EMERGENCY WARNING SYSTEM; AND AUTHORIZING THE COUNTY JUDGE OR PRESIDING OFFICER TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE FEMA HAZARD MITIGATION GRANT PROJECT.

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of Williamson County to apply for funding under the Hazard Mitigation Grant Program; and

WHEREAS; a Memorandum of Understanding (MOU) between Williamson County and the City of Weir acknowledges that the City of Weir accepts responsibility for all matching funds and related expenses associated with the project.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, GEORGETOWN, TEXAS:

1. That Williamson County is authorized to submit an application on behalf of the City of Weir for FEMA Mitigation Funds for an emergency warning system.

2. That Commissioners Court directs and designates the Judge or Presiding Officer as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application.

3. That the City of Weir through a Memorandum of Understanding (MOU) with Williamson County is committing to provide 25% or more matching funds in contribution to the FEMA Mitigation Project.

Resolved this _____ day of _____, 2025.

_____
Valerie Covey
Presiding Officer
Williamson County

ATTEST:

_____
Nancy E. Rister
County Clerk

RESOLUTION

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN WILLIAMSON COUNTY (COUNTY) AND THE CITY OF Granger (CITY) FORMULATING THE RESPONSIBILITIES OF THE COUNTY AND THE CITY FOR GRANT APPLCATION AND MANAGEMENT OF AN EMERGENCY WARNING SYSTEM PROJECT

WHEREAS; the City of Granger has anticipated applying for and receiving a FEMA Grant to construct an emergency warning system.

WHEREAS; this effort will support the Williamson County Hazard Mitigation Action Plan and will be funded by the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP).

WHEREAS; that the Memorandum of Understanding attached to this resolution is to be considered an un-severable part of this resolution.

WHEREAS; Williamson County approves the attached Memorandum of Understanding between Williamson County and the City of Granger formulating the responsibilities of the County and the City for grant application and management of an Emergency Warning System.

WHEREAS; the person of contact for the City of Granger shall be the City's administrator/secretary and that signature authority is hereby granted to the Mayor of the City of Granger.

NOW THEREFORE BE IT RESOLVED; this Resolution Approves a Memorandum of Understanding between the County and the City of Granger and formulates the responsibilities of the County and the City for grant application and management of an emergency warning system

Resolved this _____ day of _____, 2025.

_____
Valerie Covey
Presiding Officer
Williamson County

Attest:

_____
Nancy E. Rister
County Clerk

RESOLUTION

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN WILLIAMSON COUNTY (COUNTY) AND THE CITY OF Weir (CITY) FORMULATING THE RESPONSIBILITIES OF THE COUNTY AND THE CITY FOR GRANT APPLCATION AND MANAGEMENT OF AN EMERGENCY WARNING SYSTEM PROJECT

WHEREAS; the City of Weir has anticipated applying for and receiving a FEMA Grant to construct an emergency warning system.

WHEREAS; this effort will support the Williamson County Hazard Mitigation Action Plan and will be funded by the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP).

WHEREAS; that the Memorandum of Understanding attached to this resolution is to be considered an un-severable part of this resolution.

WHEREAS; Williamson County approves the attached Memorandum of Understanding between Williamson County and the City of Weir formulating the responsibilities of the County and the City for grant application and management of an Emergency Warning System.

WHEREAS; the person of contact for the City of Weir shall be the City's secretary and that signature authority is hereby granted to the Mayor of the City of Weir.

NOW THEREFORE BE IT RESOLVED; this Resolution Approves a Memorandum of Understanding between the County and the City of Weir and formulates the responsibilities of the County and the City for grant application and management of an emergency warning system

Resolved this _____ day of _____, 2025.

_____
Valerie Covey
Presiding Officer
Williamson County

Attest:

_____
Nancy E. Rister
County Clerk

MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN WILLIAMSON COUNTY AND THE CITY OF GRANGER

This Memorandum of Understanding (“MOU”) is entered into by and between the CITY OF GRANGER, TEXAS, a general law city located in Williamson County, Texas (the "City"), and WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (“County”).

WHEREAS, the City would like to make improvements to the emergency warning system serving the City and surround community; and

WHEREAS, the City would like to take advantage of the Federal Emergency Management Agency's ("FEMA") Hazard Mitigation Grant Program ("HMGP"), which provides funding for up to seventy-five percent (75%) of the eligible costs of an emergency warning system; and

WHEREAS, City participation in the HMGP requires coordination between the City and County: and

WHEREAS, the County will apply for the FEMA HMGP funds on behalf of the City; and

WHEREAS, The County will receive from the Federal Emergency Management Agency (FEMA) through the Texas Division of Emergency Management (TDEM) an official State Award Letter for seventy-five percent (75%) of the eligible costs of an Emergency Warning System (Project); and

WHEREAS, there is a need to formulate the responsibilities of the County and the City for the management of the Project;

BE IT THEREFORE AGREED AS FOLLOWS:

City Provisions:

1. While the County will manage and control all procurement associated with the Emergency Warning Project ("Project"), including engineering services for development, design and management of the Project; grant administration services for application development and grant management; and Project construction, the City expressly understands that it shall remain legally and financially responsible for same.

2. The City will be responsible for costs of the Project that are not covered by the grant funds, which consists of twenty five percent (25%) or more of the total cost and any ineligible costs to complete construction, including but not limited to any funding denied by FEMA regardless of the reasons for denial. The city also agrees to maintain and test the warning sirens in accordance with the manufacturer’s instructions.

3. While the County will manage and control submission of the documentation for Project cost reimbursement from the Texas Division of Emergency Management ("TDEM"), the City expressly understands that it shall remain legally and financially responsible for same. The city agrees to the hiring of a consultant ("Consultant'') to manage the grant process. The Consultant will compose the reimbursement package, which includes the invoices and cancelled checks. The Consultant will then have the city sign the completed reimbursement package. The Consultant will then forward the package to the Texas Division of Emergency Management (TDEM), which will then be forwarded to FEMA for reimbursement of seventy-five percent (75%) of Project

DRAFT

invoices submitted. The city and the county will receive copies of all correspondence, checks and invoices as submitted to TDEM.

County Provisions:

1. The County agrees to apply for the FEMA HMGP funds on behalf of the City.

2. The County hereby authorizes the City to enter into contracts with engineers, contractors, consultants and other service providers as necessary for the Project, subject to the County's agreement.

3. The County agrees to issue full TDEM reimbursement payment to the City within 30 days of the County's receipt of the funds.

General Provisions:
The City acknowledges that the County is not financially responsible for the Project, nor will the County be liable for any future claims or damages that may result from the Project, including but not limited to any FEMA denial of funding. The City expressly agrees to fully reimburse the County for any out-of-pocket expenses and accepts the limitations that come with having to use the County as a mechanism to apply for the Project without subjecting the County to any liabilities including any and all associated costs of equipment, goods or services associated with the Project. **The County is named on the Project only for the purposes of eligibility to apply to the grant.**

It is understood that the city remains responsible for the HMGP throughout the grant period, through the full audit period, and for the life of the project per FEMA requirements.

It is understood that this MOU may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof In the event of termination, the parties will each only be liable for their respective pro rata share of services rendered, goods actually received or any other liability incurred under this arrangement (e.g., reimbursement owed).

This Memorandum of Understanding is the complete agreement between Williamson County and the City of Granger and may be amended only by written agreement signed by each of the parties involved.

IN WITNESS WHEREOF, Williamson County and the City of Granger hereto have caused this MOU to be duly executed on the day and year indicated below:

BY: Williamson County: _____day of _____ 2025

_____
Valerie Covey, Presiding Officer, Williamson County

BY: City of Granger: _____day of _____2025

_____
Monica Stojanik, City of Granger Mayor

DRAFT

MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN WILLIAMSON COUNTY AND THE CITY OF WEIR

This Memorandum of Understanding (“MOU”) is entered into by and between the CITY OF WEIR, TEXAS, a general law city located in Williamson County, Texas (the "City"), and WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (“County”).

WHEREAS, the City would like to make improvements to the emergency warning system serving the City and surround community; and

WHEREAS, the City would like to take advantage of the Federal Emergency Management Agency's ("FEMA") Hazard Mitigation Grant Program ("HMGP"), which provides funding for up to seventy-five percent (75%) of the eligible costs of an emergency warning system; and

WHEREAS, City participation in the HMGP requires coordination between the City and County: and

WHEREAS, the County will apply for the FEMA HMGP funds on behalf of the City; and

WHEREAS, The County will receive from the Federal Emergency Management Agency (FEMA) through the Texas Division of Emergency Management (TDEM) an official State Award Letter for seventy-five percent (75%) of the eligible costs of an Emergency Warning System (Project); and

WHEREAS, there is a need to formulate the responsibilities of the County and the City for the management of the Project;

BE IT THEREFORE AGREED AS FOLLOWS:

City Provisions:

1. While the County will manage and control all procurement associated with the Emergency Warning Project ("Project"), including engineering services for development, design and management of the Project; grant administration services for application development and grant management; and Project construction, the City expressly understands that it shall remain legally and financially responsible for same.

2. The City will be responsible for costs of the Project that are not covered by the grant funds, which consists of twenty five percent (25%) or more of the total cost and any ineligible costs to complete construction, including but not limited to any funding denied by FEMA regardless of the reasons for denial. The city also agrees to maintain and test the warning sirens in accordance with the manufacturer’s instructions.

3. While the County will manage and control submission of the documentation for Project cost reimbursement from the Texas Division of Emergency Management ("TDEM"), the City expressly understands that it shall remain legally and financially responsible for same. The City agrees to the hiring of a consultant ("Consultant'') to manage the grant process. The Consultant will compose the reimbursement package, which includes the invoices and cancelled checks. The Consultant will then have the City sign the completed reimbursement package. The Consultant will then forward the package to the Texas Division of Emergency Management (TDEM), which will then be forwarded to FEMA for reimbursement of seventy-five percent (75%) of Project

invoices submitted. The City and the County will receive copies of all correspondence, checks and invoices as submitted to TDEM.

County Provisions:

1. The County agrees to apply for the FEMA HMGP funds on behalf of the City.

2. The County hereby authorizes the City to enter into contracts with engineers, contractors, consultants and other service providers as necessary for the Project, subject to the County's agreement.

3. The County agrees to issue full TDEM reimbursement payment to the City within 30 days of the County's receipt of the funds.

General Provisions:
The City acknowledges that the County is not financially responsible for the Project, nor will the County be liable for any future claims or damages that may result from the Project, including but not limited to any FEMA denial of funding. The City expressly agrees to fully reimburse the County for any out-of-pocket expenses and accepts the limitations that come with having to use the County as a mechanism to apply for the Project without subjecting the County to any liabilities including any and all associated costs of equipment, goods or services associated with the Project. **The County is named on the Project only for the purposes of eligibility to apply to the grant.**

It is understood that the City remains responsible for the HMGP throughout the grant period, through the full audit period, and for the life of the project per FEMA requirements.

It is understood that this MOU may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof In the event of termination, the parties will each only be liable for their respective pro rata share of services rendered, goods actually received or any other liability incurred under this arrangement (e.g., reimbursement owed).

This Memorandum of Understanding is the complete agreement between Williamson County and the City of Weir and may be amended only by written agreement signed by each of the parties involved.

IN WITNESS WHEREOF, Williamson County and the City of Weir hereto have caused this MOU to be duly executed on the day and year indicated below:

BY: Williamson County: _____day of _____ 2025

_____
Valerie Covey, Presiding Officer, Williamson County Judge

BY: City of Weir: _____day of _____2025

_____
John Fox, City of Weir Mayor

DRAFT

Commissioners Court - Regular Session **16.**

Meeting Date: 04/08/2025

Authorize Issuing Advertisement for RFP #25RFP43 for Virtual Reality Training System for the Williamson County Sheriff's Office

Submitted For: Joy Simonton **Submitted By:** Barbi Hageman, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed solicitations for a Virtual Reality Training System for Williamson County Jail under RFP #25RFP43.

Background

Williamson County Sheriff's Office is seeking requests for proposals from vendors to provide a Multi-User Integrated Virtual Reality (VR) Training System for the Williamson County Sheriff's Office - Special Operations Training Division. Funding source is 01.0100.0560.005008 as per the FY25 budget. Origination #790. Department contact is Virgina Johnson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/02/2025 02:56 PM
County Judge Exec Asst.	Andrea Schiele	04/02/2025 03:03 PM
Form Started By: Barbi Hageman		Started On: 03/25/2025 03:21 PM
Final Approval Date: 04/02/2025		

Commissioners Court - Regular Session **17.**

Meeting Date: 04/08/2025

Approval of Agreement for Livestock Wrangler with Charles Richard Guerra for the Sheriff's Office

Submitted For: Joy Simonton **Submitted By:** Koren Shannon, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the service contract #2025137 between Williamson County and Charles Richard Guerra for livestock wrangler services for the Sheriff's Office in the not-to-exceed amount of $10,000 per year and authorizing the execution of the Agreement.

Background

The approval of this contract will allow Charles Guerra, an independent contractor, to remove, pickup, transport and relocate livestock for the Williamson County Sheriff's Office. The service includes, but is not limited to, a Livestock Wrangler for impoundment and disposition of estrays pursuant to Texas Agriculture code §142.001 et seq. The funding source is 01.0100.0560.004968. The department's point of contact is Virginia Johnson. Origination 2096.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wrangler Agreement Charles Guerra

1295 Form Redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2025 05:45 AM
County Judge Exec Asst.	Andrea Schiele	04/03/2025 10:30 AM
Form Started By: Koren Shannon		Started On: 03/14/2025 01:33 PM
Final Approval Date: 04/03/2025		

WILLIAMSON COUNTY SERVICE CONTRACT FOR IMPOUNDMENT & DISPOSITION OF ESTRAYS PURSUANT TO Texas Agriculture Code § 142.001 *et seq.*

(Charles Richard Guerra, II)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Charles Richard Guerra, II** (hereinafter "Service Provider"), both of which are referred to herein as the Parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes, but are not limited to Livestock Wrangler for impoundment & disposition of estrays pursuant to Texas Agriculture Code § 142.001 et seq.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue for the County's fiscal year 2025 through September 30, 2025. Thereafter, the Contract shall automatically renew each October 1st for the next County fiscal year unless the Contract is terminated earlier pursuant to paragraphs IV and IX below.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed fee as set out in **Exhibit "A"**. The not-to-exceed amount is Ten Thousand Dollars ($10,000) per fiscal year.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

IV.

Non-Appropriation and Fiscal Funding. This Contract is subject to the availability of funds. It is expressly understood and agreed that the County shall have the right to terminate this Contact at the end of the County's fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may affect such termination by giving Vendor written notice of termination at the end of its then-current fiscal year. Notwithstanding any other provision, such termination shall not constitute a default of the Agreement and shall be without penalty or further obligation to County.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL

INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

VIII.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XI.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the

State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties.

XXII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

SIGNATURES TO FOLLOW

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

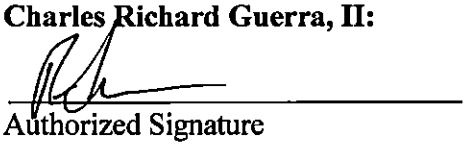
WILLIAMSON COUNTY:

_____
County Judge/Presiding Officer

_____
Printed Name

Date: _____, 20____

Charles Richard Guerra, II:



Authorized Signature

Date: 4/1/25, 20___

Exhibit "A"

Williamson County Sheriff's Office

STOCK CONTRACTOR CHARGE FEES:

Minimum Charge call out fee: $150.00 (Applied to catch/transport cost).

Sedation, Reversal and Loading: $250.00 per bovine.

Cattle/Equines are penned: $100.00 per animal.

Cattle or Equine's required to be roped or herded by horseback: $200.00 per animal

Cattle required to be gathered with stock dogs. $250.00 flat fee

Prices subject to change per circumstance with the approval of onsite WCSO Livestock Deputy.

The Not to Exceed amount for services is $10,000 per fiscal year.

Any serious illness, injury, death of livestock animal must be reported to Williamson County Livestock Deputy immediately. Any DVM care must be reported and approved by WCSO livestock Deputy.

All equines impounded require a blood draw/Coggins test. Any Equine impound required to be transported to Live Oak Vet Clinic, 4250 N US 183, Liberty Hill, Texas (DVM Janet Arlitt)

Livestock impound drop off location shall be at the discretion of WCSO Livestock Deputy.

Stock Contractor response time to impound location subject to WCSO Livestock Deputy discretion.

Stock Contractor Signature_____

Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1281728

Date Filed:
03/14/2025

Date Acknowledged:
03/14/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

charles guerra
jourdanton, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

williamson county sheriff office

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025137
wrangler services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1281728

Date Filed:
03/14/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
charles guerra
jourdanton, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
williamson county sheriff office

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2025137
wrangler services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Charles Guerra, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), [redacted] (state), [redacted] (zip code), [redacted] (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 14 day of March (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **18.**

Meeting Date: 04/08/2025

Award of IFB #25IFB19 Animal Shelter Pharmaceuticals and Clinic Supplies to Patterson Veterinary for Williamson County Regional Animal Shelter

Submitted For: Joy Simonton **Submitted By:** Sandra Malcolm, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #25IFB19, Animal Shelter Pharmaceuticals and Clinic Supplies, on a per-item basis, to Patterson Veterinary, one of four responsive bidders as per attached documentation, and authorizing the execution of the agreement.

Background

The award of this solicitation will support the operations of the Williamson County Regional Animal Shelter. Invitations were sent to six hundred (600) vendors; thirty-one (31) vendors viewed the bid, with five (5) submitting responses.

Upon evaluation, Patterson Veterinary was the lowest and best bidder on select items as highlighted on the 25IFB19 Bid Tabulation attachment. The contract term is twelve (12) months, with two (2) one-year optional renewals. Funding sources are 01.0545.0545.003200 and 01.0545.0545.004975 as per the FY25 budget. Origination #1806. The department point of contact is Linda Gunter.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

25IFB19 Bid Tabulation

25IFB19 Recommendation Letter

Patterson Veterinary Purchase Contract

1295 Form Patterson Veterinary

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2025 08:59 AM
County Judge Exec Asst.	Andrea Schiele	04/03/2025 01:43 PM
Form Started By: Sandra Malcolm		Started On: 04/01/2025 02:51 PM
Final Approval Date: 04/03/2025		

Item						
Oral Meds	Unit	Patterson	NorAmer	Agni	Rally	BI
Amantadine 100mg Tablets	tab	0.17	0.25	NB	NB	NB
Amantadine 10mg/mL Oral Syrup	oz	NB	2.3	NB	NB	NB
Amoxicillin 250mg tablets or capsules	cap	0.06	0.08	NB	NB	NB
Amoxicillin 500mg tablets or capsules	cap	0.09	0.12	NB	NB	NB
Amoxicillin Oral Suspension 50mg/mL	ml	0.46	NB	NB	NB	NB
Amoxicillin and Clavulanate 500mg/125mg tablets	tab	0.19	0.29	NB	NB	NB
Amoxicillin and Clavulanate 875mg/125mg tablets	tab	NB	0.24	NB	NB	NB
Amoxicillin Clavulonic Clavulanate, 200mg; 28.5mg;	ml	0.04	1.26	NB	NB	NB
Apoquel/Ocalcitinib 16mg tablets (or equivalent off brand)	tab	1.73	2.16	NB	NB	NB
Azithromycin 250mg tablets	tab	0.16	0.14	NB	NB	NB
Azithromycin oral suspension 200mg/5mL	ml	0.2	0.23	NB	NB	NB
Bethanecol 10mg tablets	tab	NB	0.46	NB	NB	NB
Buprenorphine 0.6mg/ml oral suspension		NB	NB	NB	NB	NB
Carprofen 100mg tablets	tab	0.32	0.8	NB	NB	NB
Carprofen 25mg tablets	tab	0.21	0.53	NB	NB	NB
Carprofen 75mg tablets	tab	0.26	0.65	NB	NB	NB
Cephalexin capsules 250mg	cap	0.07	0.06	NB	NB	NB
Cephalexin capsules 500mg	cap	0.11	0.1 invalid	NB	NB	NB
Cefpodoxime 100mg tablets	tab	0.36	0.55	NB	NB	NB
Cetirizine tablets 10mg	tab	0.02	0.03	NB	NB	NB
Clindamycin tablets, 25mg	tab	0.35	0.49	NB	NB	NB
Clindamycin oral 25mg/mL solution	ml	0.14	0.18	NB	NB	NB
Clindamycin, capsules 150mg	cap	0.08	0.09	NB	NB	NB
Clindamycin, capsules 300mg	cap	0.16	0.24	NB	NB	NB
Clonidine Tablets 0.3mg	tab	0.04	0.06	NB	NB	NB
Cyclosporine 100mg/mL oral suspension	ml	3.25	4.67	NB	NB	NB
Cytopoint 40mg		NB	NB	NB	NB	NB
Diphenhydramine 25mg (tabs or caps)	cap	0.02	0.03	NB	NB	NB
Diphenhydramine 50mg (tabs or caps)	cap	0.02	0.03	NB	NB	NB
Doxycycline 100mg tablets	tab	0.06	0.11	NB	NB	NB
Doxycycline 100mg/mL oral suspension		NB	NB	NB	NB	NB
Enrofloxacin 136mg tablets	tab	2.03	2.86	NB	NB	NB
Enrofloxacin 22.7mg tablets	tab	0.45	0.63	NB	NB	NB
Entyce oral 30mg/mL	ml	2.16	3.83	NB	NB	NB
Famciclovir 250mg tablets	tab	0.29	0.43	NB	NB	NB
Famciclovir 250mg/mL oral suspension		NB	NB	NB	NB	NB
Fluoxetine, 10mg Capsules	cap	0.02	0.03	NB	NB	NB
Fluoxetine, 20mg Capsules	cap	0.04	0.05	NB	NB	NB
Fluoxetine, 40mg Capsules	cap	0.03	0.05	NB	NB	NB
Gabapentin 100mg capsule	cap	0.02	0.04	NB	NB	NB
Gabapentin 300mg capsules	cap	0.04	0.06	NB	NB	NB
Gabapentin 400mg capsules	cap	0.04	0.06	NB	NB	NB
Gabapentin 600mg tablets	tab	0.05	0.08	NB	NB	NB
Gabapentin oral solution 100mg/ml	ml	0.11	NB	NB	NB	NB
GS for FIP treatment		NB	NB	NB	NB	NB
Lactulose oral solution, 10mg/15mL	oz	0.83	NB	NB	NB	NB
Levetiracetam 100mg/mL oral suspension	ml	0.02	0.02	NB	NB	NB
Levetiracetam 250mg tablets	tab	0.05	0.04 invalid	NB	NB	NB
Levetiracetam XR/ER 500mg tablets	tab	0.16	0.08 invalid	NB	NB	NB
Levetiracetam XR/ER 750mg tablets	tab	0.21	0.23	NB	NB	NB
Levothyroxine tablets (Thyro-Tabs), 0.5mg	tab	0.1	0.3	NB	NB	NB
Lixotinic Supplement	gal	145.15	181.44	NB	NB	NB
Maropitant Tablets 16mg	tab	2.38	NB	NB	NB	NB
Maropitant Tablets 160mg	tab	0.35	4.61	NB	NB	NB
Metoclopramide tablets 10mg	tab	0.02	10.13	NB	NB	NB
Metoclopramide tablets 5mg	tab	0.02	0.04	NB	NB	NB
Metronidazole 250mg tablets	tab	0.03	0.05	NB	NB	NB
Metronidazole 500mg tablets	tab	0.06	0.05 invalid	NB	NB	NB
Metronidazole Oral Susp 100mg/ml	ml	NB	0.25 invalid	NB	NB	NB
Mirtazapine Transdermal Ointment, 5g	g	4.78	NB	NB	NB	NB
Molnupiravir, all sizes	g	NB	3.63 invalid	NB	NB	NB
Omeprazole 20mg (tabs or caps)	cap	0.06	0.08	NB	NB	NB
Phenobarbital tabs 16.2mg		NB	NB	NB	NB	NB
Phenobarbital tabs 64.8mg		NB	NB	NB	NB	NB
Prednisolone 3mg/mL oral solution	ml	0.14	1.35	NB	NB	NB
Prednisolone 5mg tablets	tab	0.05	0.07	NB	NB	NB
Prednisone 20mg tablets	tab	0.07	0.16	NB	NB	NB
Probiotic Powder Packets, Canine (generic)	packet	0.47	0.66	NB	NB	NB
Probiotic Powder Packets, Feline (generic)	packet	0.47	0.66	NB	NB	NB
Terbinafine tabs 250mg	tab	0.11	0.37	NB	NB	NB
Terbinafine oral suspension 250mg/mL		NB	NB	NB	NB	NB
Trazodone 100mg tablets	tab	0.04	0.1	NB	NB	NB
Topicals, Opthalmics, Bandage						
Cast Padding, cotton and rayon blend, 2"x4yrds	roll	0.64	0.52	1.02	NB	NB
Cast Padding, cotton and rayon blend, 4"x4yrs	roll	1.32	0.96	2.1	NB	NB
Cast Padding, cotton and rayon blend, 6"x4yrs	roll	2.09	1.34	3.11	NB	NB
Flexwrap/Vetwrap 2"	roll	0.74	2.74	1.51	NB	NB
Chlorhexidine & Miconazole Shampoo, 1 gallon	gal	163.69	242.51	NB	NB	NB
Elastic Tape 2 inch (Elastikon or equiv)	roll	1.87	4.41	3.97	NB	NB
Enrofloxacin 0.23%/Ketoconazole 0.67%/Triamcinolone 0.1% Otic Ointment (KNT ear pack)		NB	NB	NB	NB	NB
Erythromycin Opthalmic Ointment 0.5%, 3.5g	tube	4.75	5.19	NB	NB	NB
Gentamicin 0.3% Opthalmic Solution 5ml	ml	0.46	4.52	NB	NB	NB
Ofloxacin Opthalmic	ml	2.28	5.98	NB	NB	NB
Tobramycin eye ointment	tube	19.7	4.1	NB	NB	NB
Prednisolone 1% opthalmic	ml	12.36	12.87	NB	NB	NB
NeoPolyBac antibiotic ointment opth (w/o dexamethasone) 3.5gm	tube	5.39	21.25	NB	NB	NB
Cyclosporine opth ointment (Optimune equiv) 2%, 3.5g	tube	219.42	274.28	NB	NB	NB
Lime Sulfur Dip 97.8%, 1gal	gal	NB	122.49	NB	NB	NB
Medicated mousse WITH antiseptic and antifungal	ea	17.5	22.31	NB	NB	NB
Porous Tape 1" (Zonas or equiv)	roll	1.03	1.6	1.98	1.52	NB
Silver Sulfadiazine Cream 1%	g	0.076	0.08	NB	NB	NB

Stretch Gauze, Conforming 2"	roll	0.09	0.75	0.34	NB	NB						
Stretch Gauze, Conforming 4"	roll	0.14	0.88	0.4	NB	NB						
Non-stick Sterile Pads 3x4inch		NB	0.06	0.11	NB	NB						
Non-stick Sterile Pads 2X3inch	pad	0.12	NB	NB	NB	NB						
Epi-Klean Ear Cleaner	oz	0.73	1.29	NB	NB	NB						
Mal-A-Ket Plus TrizEDTA Flush	oz	1.86	2.59	NB	NB	NB						
Injectables & Fluids & Controlled Substances												
Acepromazine injectable 10mg/mL	ml	0.5	0.63	NB	NB	NB						
Albuterol 0.083%, For inhalation	g	3.17	0.68	NB	NB	NB						
Ampicillin Sulbactam Inj 1.5g	bottle	4	8.05	NB	NB	NB						
Ampicillin Sodium Inj 1g	g	2.29	7.09	NB	NB	NB						
Atipamezole inj (generic Antisedan or Rivertidine) 5mg/mL	ml	11	32.36	NB	NB	NB						
Atropine injectble 0.54mg/ml	ml	0.23	0.35	NB	NB	NB						
Bupivocaine Inj 0.5%	ml	NB	1.32	NB	NB	NB						
Buprenorphine 0.3mg/mL injectable (5 x 1mL)		NB	NB	NB	NB	NB						
Butorphanol inj 10mg/mL	ml	3.59	NB	NB	NB	NB						
Cefazolin Inj. (1gm, 25 viles/case)	vial	0.16	0.21	NB	NB	NB						
Fentanyl patches, 25ug		NB	NB	NB	NB	NB						
Fentanyl patches, 50ug,		NB	NB	NB	NB	NB						
Fentanyl patches 75ug		NB	NB	NB	NB	NB						
Fentanyl patches 100ug		NB	NB	NB	NB	NB						
Maropitant Citrate INJ 10mg/ml	ml	11.28	14.1	NB	NB	NB						
Cefovecin INJ 80mg/mL	ml	45.74	57.18	NB	NB	NB						
Depo-Medrol inj or offbrand 40mg/mL	ml	3.99	12.04	NB	NB	NB						
Dexamethasone SP inj- 4mg/ml	ml	0.46	3.96	NB	NB	NB						
Dexmedetomidine inj (Dexdomitor equiv) 0.5mg/mL	ml	10.28	30	NB	NB	NB						
Dextrose 50% solution 500ml	ml	0.06	0.01	NB	NB	NB						
Immiticide inj (Melarsomine)	vial	54.23	70.81	NB	NB	NB						
Enrofloxacin INJ (generic to Baytril 100) 100mg/mL	ml	1	1.42	NB	NB	NB						
Epinephrine inj 1mg/ml	ml	0.65	0.82	NB	NB	NB						
Gentamycin inj 100mg/mL	ml	0.28	0.42	NB	NB	NB						
Heparin, 1,000 u/ml	ml	NB	0.65	NB	NB	NB						
Hydromorphone 2mg/ml 20ml vials		NB	NB	NB	NB	NB						
Ketamine inj 100mg/ml, 10mL		NB	NB	NB	NB	NB						
Lactated Ringers Solution - 1L bags	liter	4.82	4.04	NB	NB	NB						
Lactated Ringers Solution - 250mL bags	250ml	4.82	5.59	NB	NB	NB						
Lactated Ringers Solution - 500mL bags	500ml	4.82	7.51	NB	NB	NB						
Lactated Ringers Solution - 5L bags	5liter	27.69	25.5	NB	NB	NB						
Lidocaine 2% Inj	ml	0.03	0.06	NB	NB	NB						
Meloxicam INJ 5mg/mL (Metacam equiv)	ml	4.82	14.49	NB	NB	NB						
Metoclopramide (Reglan eqiv) INJ, 5 mg/ml	ml	NB	1.32	NB	NB	NB						
Midazolam INJ 5mg/mL (10mL, 10 vials per box)		NB	NB	NB	NB	NB						
Morphine Sulfate INJ 10mg/mL		NB	NB	NB	NB	NB						
Ondansetron inj (2mg/ml)- 20ml x 20 bottles	ml	0.15	0.17	NB	NB	NB						
Pantoprazole Inj 40mg (10/pkg)	vial	2.08	9.53	NB	NB	NB						
Pentobarbital Sodium (Fatal Plus brand), 390mg/ml		NB	NB	NB	NB	NB						
PropoFlo 10mg/mL	ml	0.89	0.98	NB	NB	NB						
Saline Irrigation Solution bottles 1000ml 12/pk	1000ml	NB	5.79	NB	NB	NB						
Sterile Water for Injection USP 250ml	250ml	3.44	5.23	NB	NB	NB						
Tiletamine & Zolazepam (Tzed) 100mg/ml		NB	NB	NB	NB	NB						
Zorbium (topical buprenorphine) 2.6-6.6lb - 10 doses		NB	NB	NB	NB	NB						
Zorbium (topical buprenorphine) 6.6-16.5lb - 10 doses		NB	NB	NB	NB	NB						
Anti-parasitics												
Advantage multi 88.1-110# 6/pk BROWN	dose	11.3	18.83	NB	NB	NB						
Capstar Feline 2-25# PINK, 11.4 mg	tab	3.98	5.9	NB	NB	NB						
Fenbendazole Oral suspension 100mg/mL	ml	0.15	0.2	NB	NB	NB						
Fenbendazole Granules 22.2%	pound	403.35	507.36	NB	NB	NB						
Ivermectin inj 1%	ml	0.23	0.59	NB	NB	NB						
Nitenpyram Generic 12mg	tab	3.98	5.93	NB	NB	NB						
Nitenpyram Generic 57mg	tab	4.13	6.22	NB	NB	NB						
Ponazuril 90mg/mL oral suspension	127g syr	268.57	NB	NB	NB	NB						
Praziquantel inj 56.8mg/ml	ml	9.69	14.76	NB	NB	NB						
Praziquantel capsules 136mg	cap	NB	22.8	NB	NB	NB						
Praziquantel capsules 30mg	cap	NB	2.7	NB	NB	NB						
Praziquantel oral suspension 150mg/ml		NB	NB	NB	NB	NB						
Pro-Heart 12 (moxidectin)	ml	48.22	76.09	NB	NB	NB						
Pyrantel Pamoate Oral Suspension 50mg/ml	oz	0.88	1.21	NB	NB	NB						
Senery (selamectin 120mg/mL)	dose	9.8	13.99	NB	NB	NB						
Simparica OR Credelio OR Nexgard ~11-22#	dose	13.01	12.76	NB	NB	16.86						
Simparica OR Credelio OR Nexgard ~22-44#	dose	14.07	13.83	NB	NB	17.33						
Simparica OR Credelio OR Nexgard ~44-88#	dose	14.48	14.25	NB	NB	17.6						
Simparica OR Credelio OR Nexgard ~88-132#	dose	14.67	14.47	NB	NB	17.78						
Vaccines												
Leptosporosis vaccine	dose	3.29	30	NB	NB	4.01						
Rabies 1yr, killed virus	dose	1.04	4.74	NB	NB	1.33						
Distemper Adenovirus Parainfluenza Parvo, Modified Live Virus	dose	2.6	NB	NB	NB	2.84						
DAPP - MLV MERCK	dose	8.53	NB	NB	NB	NB						
Bordatella, Parainfluenza and Adenovirus 2 Intranasal vaccine	dose	2.57	10.48	NB	NB	2.84						
Distemper Adenovirus Parainfluenza Parvo + LEPTO	dose	3.89	NB	NB	NB	4.58						
Feline Rhinotracheitis-Calici-Panleukopenia	dose	2.16	8.98	NB	NB	2.8						
Med Supplies												
E Collar 10cm, basic/traditional	ea	1.29	2.33	5.28	NB	NB						
E Collar 15cm, basic/traditional	ea	2.2	4.2	6.39	NB	NB						
E Collar 25cm, basic/traditional	ea	3.38	5.74	NB	NB	NB						
E Collar 30cm, basic/traditional	ea	4.35	7.89	10.12	NB	NB						
E Collar 35cm, basic/traditional	ea	NB	17.29	NB	NB	NB						
Exam Gloves-latex w/o powder ExtraLarge	ea	0.06	0.09	0.07	0.06	NB						
Exam Gloves-latex w/o powder Large	ea	0.06	0.1	0.07	0.06	NB						
Exam Gloves-latex w/o powder Med	ea	0.06	0.1	0.07	0.06	NB						
Exam Gloves-latex w/o powder Small	ea	0.06	0.07	0.07	0.06	NB						
Exam Gloves-latex w/o powder Extra Small	ea	0.06	0.07	0.07	0.06	NB						
Exam Gloves-nitrile w/o powder ExtraLarge	ea	0.05	0.12	0.06	0.05	NB						
Exam Gloves-nitrile w/o powder Large	ea	0.05	0.12	0.06	0.05	NB						
Exam Gloves-nitrile w/o powder Med	ea	0.05	0.12	0.06	0.05	NB						

Exam Gloves-nitrile w/o powder Small	ea	0.05	0.12	0.06	0.05	NB						
Exam Gloves-nitrile w/o powder Extra Small	ea	0.06	0.12	0.06	0.05	NB						
Feeding tube and urethral catheter 12FR X 16"	ea	1.55	2.36	2.07	NB	NB						
Feeding tube and urethral catheter 14FR X 16"	ea	1.55	2.36	2.1	NB	NB						
Feeding tube and urethral catheter 16FR X 16"	ea	NB	NB	NB	NB	NB						
Feeding Tube and Urethral Catheter 3.5Fr X 16"	ea	NB	2.53	2.31	NB	NB						
Feeding Tube and Urethral Catheter 5Fr X 16"	ea	1.69	2.57	2.33	NB	NB						
Feeding Tube and Urethral Catheter 8FR X 16"	ea	1.67	NB	2.31	NB	NB						
Feeding Tube and Urethral Catheter 8FR X **22"**	ea	1.67	2.53	2.31	NB	NB						
Gowns, Isolation, disposable	ea	0.89	0.6	1.43	0.74	NB						
Grimgrow Hair Clippers	ea	NB	25.7	NB	NB	NB						
IV Extension Set - T Port/T-Connector	ea	1.24	5.25	NB	NB	NB						
IV Drip Lines 80" (for SQs (cheapest option))	ea	0.96	1.67	NB	NB	NB						
IV Infusion Set 103" (OmniSet brand)	ea	1.49	2.66	NB	NB	NB						
IV Infusion set 103" (Practivet brand)	ea	2.07	NB	NB	NB	NB						
Blood Filter HemoNate with LL hub	ea	NB	12.5	NB	NB	NB						
KimWipes (pr similar offbrand)	280pk	2.98	2.62	4.88	NB	NB						
Thermometer, digital	ea	5.65	2.47	28.62	NB	NB						
Sharps Container, 2 gallon	ea	5.68	3.6	6.76	NB	NB						
Sharps Container, 18 gallon	ea	32.69	29.69	42.8	NB	NB						
Shoe Covers, disposable, no skid or anti skid	ea	0.34	0.1	0.06	0.11	NB						
Slippery Sam Tomcat Catheters 3.5Fr 11cm Open End	ea	15.69	22.31	NB	NB	NB						
Slippery Sam Tomcat Catheters 3.5Fr 11cm Closed End	ea	21.29	29.39	NB	NB	NB						
Boston Round Bottles with Yorker 0.5 oz 50 ct	ea	0.23	0.39	0.53	NB	NB						
Boston Round Bottles with Yorker 0.25 oz 50 ct	ea	0.23	0.76	NB	NB	NB						
Catheter Caps/Male Adapter Plug Luer Lock Injection Site	bag/100	0.44	1.9	NB	NB	NB						
IV Catheter, 18g X 1.25", Terumo	ea	1.53	2.19	2.15	NB	NB						
IV Catheter, 20g X 1", Terumo	ea	1.53	2.19	2.15	NB	NB						
IV Catheter, 22g X 1", Terumo	ea	1.53	2.19	2.15	NB	NB						
IV Catheter, 24g X 3/4", Terumo	ea	1.53	2.19	2.15	NB	NB						
IV Catheter, 26g X 3/4", Cardinal Health	ea	1.05	1.59	NB	NB	NB						
Cotton Balls, Medium	ea	0.009	0.01	0.01	0.005	NB						
Cotton Tipped Applicators 6" wood shaft	ea	0.006	0.05	0.23	0.007	NB						
Tongue Depressors 6"	ea	0.01	0.08	0.06	0.01	NB						
Syringes												
Needles 18g X 1.0"	ea	0.11	0.08	0.09	0.06	NB						
Needles 20g X 1.0"	ea	0.06	0.09	0.09	0.06	NB						
Needles 22g X 1.0"	ea	0.06	0.12	0.09	0.06	NB						
Insulin U-100, 0.3cc, 29g x 0.5"	ea	0.1	0.25	0.66	0.16	NB						
Syringe, 1cc (oral, no needle, leur slip)	ea	0.14	0.16	0.19	0.21	NB						
Syringe, 1cc w/needle 25g X 5/8", leur slip	ea	0.1	0.23	0.2	0.14	NB						
Syringe, 1cc w/needle 25g X 5/8", leur lock (TNR)	ea	0.19	0.27	NB	NB	NB						
Syringe, 1cc w/ needle 25g X 5/8", zero dead space	ea	0.07	0.1	0.36	NB	NB						
Syringe, 3cc w/needle leur lock, 22gX1"	ea	0.06	0.22	0.16	0.1	NB						
Syringe 3cc, no needle, slip tip	ea	0.06	0.14	0.16	NB	NB						
Syringe, no needle, slip tip, 10cc OR 6cc	ea	0.08	0.18	0.21	0.28	NB						
Syringe, 10cc no needle, leur lock	ea	0.11	0.2	0.25	0.18	NB						
syringe, 20cc OR 30cc, leur lock	ea	NB	0.64	0.77	0.33	NB						
Syringe, 60cc, leur lock	ea	NB	0.59	1.14	0.81	NB						
Syringe, 60cc, urinary catheter	ea	NB	0.36	1.14	0.81	NB						
Diagnostics												
AlphaTrak 3 Glucometer		64.75	92.5	NB	NB	NB						
AlphaTrak 3 Glucometer Test Strips		0.98	1.4	NB	NB	NB						
Azostick Reagent Strips		NB	1.87	3.34	NB	NB						
Microhematocrit Clay (Capillary Tube Sealant Tray)	ea	2.82	4.4	6.82	NB	NB						
Microhematocrit Tubes (Heparinized Capillary Tube Pre-Calibrated, Glass)	tube	0.07	0.11	0.2	NB	NB						
Urinalysis Test Reagent Strips	strip	0.14	0.4	0.65	NB	NB						
Pipette Tips, Disposable, 200ul, 96ct	ea	NB	0.08	0.04	NB	NB						
Tear Test, Schirmer	test	1.51	2.15	3.09	NB	NB						
Tests, Canine 4Dx Plus SNAP tests IDEXX		NB	NB	NB	NB	NB						
Tests, Canine Heartworm tests IDEXX		NB	NB	NB	NB	NB						
Tests, Canine Heartworm Tests Witness ZOETIS		NB	NB	NB	NB	NB						
Tests, Canine Parvovirus tests IDEXX		NB	NB	NB	NB	NB						
Tests, FIV/FELV SNAP Tests IDEXX		NB	NB	NB	NB	NB						
Tests, FELV SNAP IDEXX		NB	NB	NB	NB	NB						
VetScan Hemaclean Kit		NB	55	NB	NB	NB						
VetScan HM5 Control		NB	NB	NB	NB	NB						
VetScan HM5 Reagent Pack		NB	NB	NB	NB	NB						
VetScan Rotor Comprehensive Diagnostic		NB	799	NB	NB	NB						
VetScan Rotor T4/CHOL		NB	NB	NB	NB	NB						
Surgery Supplies												
Autoclave Indicator Tape ½ "	roll	4.11	3.6	24.3	5.25	NB						
Avagard Antiseptic Surgical Hand Antiseptic 500ml or similar off brand	ml	0.09	7.85	NB	NB	NB						
CarbO2 Lime Absorbent Granules, 5 gallon	gal	15.36	32	27.38	NB	NB						
Cautery Pens	ea	24.9	10	72.67	NB	NB						
clipper blade, #40, Andis brand Ceramic	ea	23.64	41.3	61.77	NB	NB						
Distilled Water, gallon		NB	6.31	13.03	NB	NB						
Drapes, Surgery, Disposable, 38inch x 100yrds	roll	62.75	96.5	NB	NB	NB						
Endotracheal Tubes 13.0mm cuffed	ea	8.28	11.8	33.92	NB	NB						
Endotracheal Tubes 11.0mm cuffed	ea	8.28	11.8	28.49	NB	NB						
Endotracheal Tubes 10.0mm cuffed	ea	1.06	2.8	7.17	NB	NB						
Endotracheal Tubes 9.0mm cuffed	ea	1.06	2.8	3.62	NB	NB						
Endotracheal Tubes 2.5mm cuffed	ea	6.73	6	NB	NB	NB						
Endotracheal Tubes 3.5mm cuffed	ea	1.06	2.8	7.54	NB	NB						
Endotracheal Tubes 3mm cuffed	ea	1.06	2.8	7.17	NB	NB						
Endotracheal Tubes 4.5mm cuffed	ea	1.06	2.8	7.17	NB	NB						
Endotracheal Tubes 4mm cuffed	ea	1.06	2.8	7.17	NB	NB						
Endotracheal Tubes 5.0mm cuffed	ea	1.06	2.8	3.62	NB	NB						
Endotracheal Tubes 5.5mm cuffed	ea	1.06	2.8	3.62	NB	NB						
Endotracheal Tubes 6.0mm cuffed	ea	1.06	2.8	4.47	NB	NB						
Endotracheal Tubes 6.5mm cuffed	ea	1.06	2.8	3.62	NB	NB						
Endotracheal Tubes 7.0mm cuffed	ea	1.06	2.8	6.22	NB	NB						
Endotracheal Tubes 8.0mm cuffed	ea	1.06	2.8	6.22	NB	NB						
Gauze pads 3"X3" NON-WOVEN	ea	0.0061	0.11	0.02	0.011	NB						

Gauze pads 3"X3" WOVEN	ea	0.0094	0.03	0.02	0.021	NB					
Isofluorane Inhalant, 250ml	250ml	25.8	37.5	NB	NB	NB					
Masking Tape, General Purpose, ~1"		NB	22	4.06	NB	NB					
Needle, Suture, 3/8 Circle Cut, Size 10, 12/pk	needle	0.76	1.22	1.46	NB	NB					
Needle, Suture, 3/8, Circle Cut,Size 12, 12/pk	needle	0.76	1.22	1.46	NB	NB					
Needle, Suture, 3/8, Circle Cut,Size 14, 12/pk	needle	0.76	1.22	1.46	NB	NB					
Pouches, Autoclave, Self Sealing, 3.5" X 9" or 10"	pouch	0.12	0.15	0.05	0.05	NB					
Pouches, Autoclave, Self Sealing, 5.25" X 10" or 11"	pouch	0.22	0.2	0.09	0.08	NB					
Silver Nitrate Sticks 100ct		0.21	0.25	0.59	NB	NB					
Sterile Glass Vials w/ Butyl Stoppers 30ml		NB	10	NB	NB	NB					
Stick Fast Instant CA Thin Adhesive - 4.5oz		NB	22.5	NB	NB	NB					
Surgery Gloves Size 5.5, sterile	pair	0.86	1.35	NB	0.6	NB					
Surgery Gloves Size 6.0, sterile	pair	0.86	2.57	1.08	0.6	NB					
Surgery Gloves Size 6.5, sterile	pair	0.86	2.57	1.08	0.6	NB					
Surgery Gloves Size 7.0, sterile	pair	0.86	2.57	1.08	0.6	NB					
Surgery Gloves Size 7.5, sterile	pair	0.86	1.35	1.08	0.6	NB					
Surgery Gloves Size 8.0, sterile	pair	0.86	1.35	1.08	NB	NB					
Sterile Scalpel Blade #15	blade	0.13	1.24	0.37	0.16	NB					
Tattoo Ink Green Paste	oz	8.24	13.2	32.93	NB	NB					
Chlorhexedrine Scrub 2%, gallon	gal	20.48	191.99	80.86	NB	NB					
Chlorhexedrine Solution 2%, gallon	gal	8.22	11.75	42.7	NB	NB					
Instrument Lube Milk, gallon	gal	22.56	68	NB	NB	NB					
Alcohol, Isopropyl 70%, gallon		NB	20	30.22	19.85	NB					
Betadine Solution, gallon	gal	47.93	47.58	67.65	NB	NB					
Suture											
Suture Cassette 0 absorb, monofilament, polydioxanone synth	meter	3.98	22.28	NB	NB	NB					
Suture Cassette 2-0 absorb, monofilament, polydioxanone synth	meter	3.35	22.28	NB	NB	NB					
Suture Cassette 3-0 absorb, monofilament, polydioxanone synth	meter	2.75	115.82	NB	NB	NB					
Office											
OKI Printer Toner, OKI, C710/C711, Black		NB	168.5	NB	NB	NB					

Williamson County Regional Animal Shelter
1855 SE Inner Loop
Georgetown, Texas 78626
Telephone 512-943-3322

March 4, 2025

To: **Joy Simonton/Sandra Malcolm-Purchasing**

From: Linda Gunter, Administrative Manager, Animal Services

Subject: Pharmaceuticals and Clinic Supplies for WCRAS

25IFB19

Re: Bid Evaluation

In response to Solicitation 25IFB19 five bids were received from companies desiring to provide pharmaceuticals and clinic supplies for the Williamson County Regional Animal Shelter.

The Animal Services staff, with Purchasing Department overview, reviewed the Bid Tabulation.

After reviewing the Bid Tabulation and considering the pricing and item offers, a decision was made to award this bid 25IFB19 on a per item basis to four of the five responding vendors Patterson Veterinary, North American Rescue Medical Depot, Agni Enterprises LLC and Rally, Inc. in accordance with the attached list.

Thank you,

Linda Gunter

Linda Gunter

Administrative Manager
Williamson County Regional Animal Shelter

WILLIAMSON COUNTY
PURCHASECONTRACTFORANIMALSHELTER PHARMACEUTICALS AND CLINIC SUPPLIES
Patterson Veterinary Supply, Inc.
Solicitation 25IFB19

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS PURCHASE CONTRACT FOR ANIMAL SHELTER PHARMACEUTICALS AND CLINIC SUPPLIES (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Patterson Veterinary Supply, Inc.** (hereinafter "Supplier"), both of which are referred to herein as the parties The County agrees to purchase and the Supplier agrees to provide veterinary pharmaceuticals and clinic supplies described herein pursuant to the following terms, conditions, and restrictions:

I.

Entire Contract & Incorporated Documents: Conflicting Terms: This Contract constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following, by order of precedence:

A. This Contract;
B. Supplier's Responsive Documents and
C. The County's Solicitation Documents for 25IFB19.

The County reserves the right and sole discretion to determine the controlling provisions, based on the proceeding order of precedence, where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto or incorporated by reference relating to this Contract.

II.

Effective Date and Contract Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall remain in effect for one (1) year ("Initial Contract Term"). At the end of the Initial Contract Term, the parties upon mutual agreement, shall have the option to renew this Contract for up to two (2) additional twelve (12) month terms, with the terms and conditions remaining the same.

m.

Prompt Payment Act Compliance: Payment for the goods shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of(I) the date the County receives the goods under the contract; or (2) the date the Williamson County Auditor receives an invoice for the goods. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate ofinterest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Confidentiality: Supplier expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security ofthe information at all times.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Supplier shall not in any sense be considered a partner or joint venturer with the County, nor shall Supplier hold itselfout as an agent or official representative ofthe County. Supplier shall be considered an independent contractor for the purpose ofthis Contract and shall in no manner incur any expense or liability on behalfofthe County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential ofany kind whatsoever for any acts by Supplier or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SUPPLIER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SUPPLIER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. THIS

INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BYLAW, SUPPLIER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST THIRD-PARTY CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS FEES, ARISING OUT OF THE PERFORMANCE OF THIS CONTRACT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUPPLIER.

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

VIII.

Insurance: Supplier shall provide and maintain, throughout the duration of this Contract, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	**Limits of Liability**
a. Worker's Compensation	Statutory

b. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability *(including premises, completed operations and contractual)*	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

c. Automobile Liability Insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER OCCURRENCE
Bodily injury	$500,000
Property damage	$500,000
Aggregate policy limits	$1,000,000

Supplier, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Supplier shall not be entitled to worker's compensation coverage, or any other type of insurance coverage held by the County.

Upon execution of this Contract, Supplier shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

IX.

Compliance With All Laws: Supplier agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Right to Audit: Supplier agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and

the right to examine and photocopy any and all books, documents, papers and records of Supplier which are directly pertinent to the good to be provided under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Supplier agrees that the County shall have access, no more than once per year, during normal working hours to all necessary Supplier facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Supplier reasonable advance notice of intended audits.

XIV.

No Assignment: Neither party may assign this Contract without the prior written consent of the other party, except that Supplier may assign this Contract to an affiliate or successor in interest to which the business relates. For purposes of clarity, any merger, consolidation, or reorganization involving Supplier (regardless of whether Supplier is a surviving or disappearing entity) will not be considered a transfer of rights, obligations, or performance under this Agreement. County will be provided 30 days notice prior to the implementation of any merger, consolidation or reorganization involving Supplier for purposes of conducting a Conflict's Check. County may terminate this Agreement if a conflict is deemed between the County and any entity merged with, consolidated with or reorganized with.

XV.

Good Faith Clause: Supplier agrees to act in good faith in the performance of this Contract.

XVI.

Public Information: Supplier understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVII.

Damage to County Property: Supplier shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Supplier and its employeesin connection with any performance pursuant to this Contract. Supplier shall notify County in writing of any such damage within one (1) calendar day.

XVIII.

Media Releases: Supplier shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XIX.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

[SIGNATURE PAGE TO FOLLOW]

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

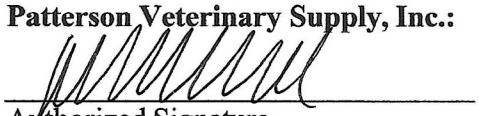
WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____,20__

Patterson Veterinary Supply, Inc.:


Authorized Signature

Danielle Armstrong
Printed Name

Date: March 25 ,2025

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Mar 28 2025 Time: 10:49 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Mar 26 2025 Time: 6:54 am

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1280838

Date Filed:
03/12/2025

Date Acknowledged:
03/13/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Patterson Veterinary
Loveland, CO United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Regional Animal Shelter

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

25IFB19
25IFB19 for Animal Shelter Pharmaceuticals and Clinic Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
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OFFICE USE ONLY
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Williamson County Regional Animal Shelter

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25IFB19
25IFB19 for Animal Shelter Pharmaceuticals and Clinic Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
n/a			

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Danielle Armstrong, and my date of birth is [redacted].

My address is [redacted]
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of TX, on the 12 day of March (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **19.**

Meeting Date: 04/08/2025

Award of IFB #25IFB19 Animal Shelter Pharmaceuticals and Clinic Supplies to North American Rescue Medical Depot LLC for Williamson County Regional Animal Shelter

Submitted For: Joy Simonton **Submitted By:** Sandra Malcolm, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #25IFB19, Animal Shelter Pharmaceuticals and Clinic Supplies, on a per-item basis, to North American Rescue Medical Depot LLC, one of four responsive bidders, as per attached documentation, and authorizing the execution of the agreement.

Background

Award of this solicitation will support the operations of the Williamson County Regional Animal Shelter. Invitations were sent to six hundred (600) vendors; thirty-one (31) vendors viewed the bid, with five (5) submitting responses.

Upon evaluation, North American Rescue Medical Depot LLC was the lowest and best bidder on select items as highlighted on the 25IFB19 Bid Tabulation attachment. The contract term is twelve (12) months, with two (2) one-year optional renewals. Funding sources are 01.0545.0545.003200 and 01.0545.0545.004975 as per the FY25 budget. Origination #1806. The department point of contact is Linda Gunter.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

25IFB19 Bid Tabulation

25IFB19 Recommendation Letter

North American Rescue Medical Depot Purchase Contract

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2025 09:34 AM
County Judge Exec Asst.	Andrea Schiele	04/03/2025 01:43 PM
Form Started By: Sandra Malcolm		Started On: 04/01/2025 03:52 PM
Final Approval Date: 04/03/2025		

Item						
Oral Meds	Unit	Patterson	NorAmer	Agni	Rally	BI
Amantadine 100mg Tablets	tab	0.17	0.25	NB	NB	NB
Amantadine 10mg/mL Oral Syrup	oz	NB	2.3	NB	NB	NB
Amoxicillin 250mg tablets or capsules	cap	0.06	0.08	NB	NB	NB
Amoxicillin 500mg tablets or capsules	cap	0.09	0.12	NB	NB	NB
Amoxicillin Oral Suspension 50mg/mL	ml	0.46	NB	NB	NB	NB
Amoxicillin and Clavulanate 500mg/125mg tablets	tab	0.19	0.29	NB	NB	NB
Amoxicillin and Clavulanate 875mg/125mg tablets	tab	NB	0.24	NB	NB	NB
Amoxicillin Clavulonic Clavulanate, 200mg; 28.5mg;	ml	0.04	1.26	NB	NB	NB
Apoquel/Ocalcitinib 16mg tablets (or equivalent off brand)	tab	1.73	2.16	NB	NB	NB
Azithromycin 250mg tablets	tab	0.16	0.14	NB	NB	NB
Azithromycin oral suspension 200mg/5mL	ml	0.2	0.23	NB	NB	NB
Bethanecol 10mg tablets	tab	NB	0.46	NB	NB	NB
Buprenorphine 0.6mg/ml oral suspension		NB	NB	NB	NB	NB
Carprofen 100mg tablets	tab	0.32	0.8	NB	NB	NB
Carprofen 25mg tablets	tab	0.21	0.53	NB	NB	NB
Carprofen 75mg tablets	tab	0.26	0.65	NB	NB	NB
Cephalexin capsules 250mg	cap	0.07	0.06	NB	NB	NB
Cephalexin capsules 500mg	cap	0.11	0.1 invalid	NB	NB	NB
Cefpodoxime 100mg tablets	tab	0.36	0.55	NB	NB	NB
Cetirizine tablets 10mg	tab	0.02	0.03	NB	NB	NB
Clindamycin tablets, 25mg	tab	0.35	0.49	NB	NB	NB
Clindamycin oral 25mg/mL solution	ml	0.14	0.18	NB	NB	NB
Clindamycin, capsules 150mg	cap	0.08	0.09	NB	NB	NB
Clindamycin, capsules 300mg	cap	0.16	0.24	NB	NB	NB
Clonidine Tablets 0.3mg	tab	0.04	0.06	NB	NB	NB
Cyclosporine 100mg/mL oral suspension	ml	3.25	4.67	NB	NB	NB
Cytopoint 40mg		NB	NB	NB	NB	NB
Diphenhydramine 25mg (tabs or caps)	cap	0.02	0.03	NB	NB	NB
Diphenhydramine 50mg (tabs or caps)	cap	0.02	0.03	NB	NB	NB
Doxycycline 100mg tablets	tab	0.06	0.11	NB	NB	NB
Doxycycline 100mg/mL oral suspension		NB	NB	NB	NB	NB
Enrofloxacin 136mg tablets	tab	2.03	2.86	NB	NB	NB
Enrofloxacin 22.7mg tablets	tab	0.45	0.63	NB	NB	NB
Entyce oral 30mg/mL	ml	2.16	3.83	NB	NB	NB
Famciclovir 250mg tablets	tab	0.29	0.43	NB	NB	NB
Famciclovir 250mg/mL oral suspension		NB	NB	NB	NB	NB
Fluoxetine, 10mg Capsules	cap	0.02	0.03	NB	NB	NB
Fluoxetine, 20mg Capsules	cap	0.04	0.05	NB	NB	NB
Fluoxetine, 40mg Capsules	cap	0.03	0.05	NB	NB	NB
Gabapentin 100mg capsule	cap	0.02	0.04	NB	NB	NB
Gabapentin 300mg capsules	cap	0.04	0.06	NB	NB	NB
Gabapentin 400mg capsules	cap	0.04	0.06	NB	NB	NB
Gabapentin 600mg tablets	tab	0.05	0.08	NB	NB	NB
Gabapentin oral solution 100mg/ml	ml	0.11	NB	NB	NB	NB
GS for FIP treatment		NB	NB	NB	NB	NB
Lactulose oral solution, 10mg/15mL	oz	0.83	NB	NB	NB	NB
Levetiracetam 100mg/mL oral suspension	ml	0.02	0.02	NB	NB	NB
Levetiracetam 250mg tablets	tab	0.05	0.04 invalid	NB	NB	NB
Levetiracetam XR/ER 500mg tablets	tab	0.16	0.08 invalid	NB	NB	NB
Levetiracetam XR/ER 750mg tablets	tab	0.21	0.23	NB	NB	NB
Levothyroxine tablets (Thyro-Tabs), 0.5mg	tab	0.1	0.3	NB	NB	NB
Lixotinic Supplement	gal	145.15	181.44	NB	NB	NB
Maropitant Tablets 16mg	tab	2.38	NB	NB	NB	NB
Maropitant Tablets 160mg	tab	0.35	4.61	NB	NB	NB
Metoclopramide tablets 10mg	tab	0.02	10.13	NB	NB	NB
Metoclopramide tablets 5mg	tab	0.02	0.04	NB	NB	NB
Metronidazole 250mg tablets	tab	0.03	0.05	NB	NB	NB
Metronidazole 500mg tablets	tab	0.06	0.05 invalid	NB	NB	NB
Metronidazole Oral Susp 100mg/ml	ml	NB	0.25 invalid	NB	NB	NB
Mirtazapine Transdermal Ointment, 5g	g	4.78	NB	NB	NB	NB
Molnupiravir, all sizes	g	NB	3.63 invalid	NB	NB	NB
Omeprazole 20mg (tabs or caps)	cap	0.06	0.08	NB	NB	NB
Phenobarbital tabs 16.2mg		NB	NB	NB	NB	NB
Phenobarbital tabs 64.8mg		NB	NB	NB	NB	NB
Prednisolone 3mg/mL oral solution	ml	0.14	1.35	NB	NB	NB
Prednisolone 5mg tablets	tab	0.05	0.07	NB	NB	NB
Prednisone 20mg tablets	tab	0.07	0.16	NB	NB	NB
Probiotic Powder Packets, Canine (generic)	packet	0.47	0.66	NB	NB	NB
Probiotic Powder Packets, Feline (generic)	packet	0.47	0.66	NB	NB	NB
Terbinafine tabs 250mg	tab	0.11	0.37	NB	NB	NB
Terbinafine oral suspension 250mg/mL		NB	NB	NB	NB	NB
Trazodone 100mg tablets	tab	0.04	0.1	NB	NB	NB
Topicals, Opthalmics, Bandage						
Cast Padding, cotton and rayon blend, 2"x4yrds	roll	0.64	0.52	1.02	NB	NB
Cast Padding, cotton and rayon blend, 4"x4yrs	roll	1.32	0.96	2.1	NB	NB
Cast Padding, cotton and rayon blend, 6"x4yrs	roll	2.09	1.34	3.11	NB	NB
Flexwrap/Vetwrap 2"	roll	0.74	2.74	1.51	NB	NB
Chlorhexidine & Miconazole Shampoo, 1 gallon	gal	163.69	242.51	NB	NB	NB
Elastic Tape 2 inch (Elastikon or equiv)	roll	1.87	4.41	3.97	NB	NB
Enrofloxacin 0.23%/Ketoconazole 0.67%/Triamcinolone 0.1% Otic Ointment (KNT ear pack)		NB	NB	NB	NB	NB
Erythromycin Opthalmic Ointment 0.5%, 3.5g	tube	4.75	5.19	NB	NB	NB
Gentamicin 0.3% Opthalmic Solution 5ml	ml	0.46	4.52	NB	NB	NB
Ofloxacin Opthalmic	ml	2.28	5.98	NB	NB	NB
Tobramycin eye ointment	tube	19.7	4.1	NB	NB	NB
Prednisolone 1% opthalmic	ml	12.36	12.87	NB	NB	NB
NeoPolyBac antibiotic ointment opth (w/o dexamethasone) 3.5gm	tube	5.39	21.25	NB	NB	NB
Cyclosporine opth ointment (Optimune equiv) 2%, 3.5g	tube	219.42	274.28	NB	NB	NB
Lime Sulfur Dip 97.8%, 1gal	gal	NB	122.49	NB	NB	NB
Medicated mousse WITH antiseptic and antifungal	ea	17.5	22.31	NB	NB	NB
Porous Tape 1" (Zonas or equiv)	roll	1.03	1.6	1.98	1.52	NB
Silver Sulfadiazine Cream 1%	g	0.076	0.08	NB	NB	NB

Stretch Gauze, Conforming 2"	roll	0.09	0.75	0.34	NB	NB						
Stretch Gauze, Conforming 4"	roll	0.14	0.88	0.4	NB	NB						
Non-stick Sterile Pads 3x4inch		NB	0.06	0.11	NB	NB						
Non-stick Sterile Pads 2X3inch	pad	0.12	NB	NB	NB	NB						
Epi-Klean Ear Cleaner	oz	0.73	1.29	NB	NB	NB						
Mal-A-Ket Plus TrizEDTA Flush	oz	1.86	2.59	NB	NB	NB						
Injectables & Fluids & Controlled Substances												
Acepromazine injectable 10mg/mL	ml	0.5	0.63	NB	NB	NB						
Albuterol 0.083%, For inhalation	g	3.17	0.68	NB	NB	NB						
Ampicillin Sulbactam Inj 1.5g	bottle	4	8.05	NB	NB	NB						
Ampicillin Sodium Inj 1g	g	2.29	7.09	NB	NB	NB						
Atipamezole inj (generic Antisedan or Rivertidine) 5mg/mL	ml	11	32.36	NB	NB	NB						
Atropine injectble 0.54mg/ml	ml	0.23	0.35	NB	NB	NB						
Bupivocaine Inj 0.5%	ml	NB	1.32	NB	NB	NB						
Buprenorphine 0.3mg/mL injectable (5 x 1mL)		NB	NB	NB	NB	NB						
Butorphanol inj 10mg/mL	ml	3.59	NB	NB	NB	NB						
Cefazolin Inj. (1gm, 25 viles/case)	vial	0.16	0.21	NB	NB	NB						
Fentanyl patches, 25ug		NB	NB	NB	NB	NB						
Fentanyl patches, 50ug,		NB	NB	NB	NB	NB						
Fentanyl patches 75ug		NB	NB	NB	NB	NB						
Fentanyl patches 100ug		NB	NB	NB	NB	NB						
Maropitant Citrate INJ 10mg/ml	ml	11.28	14.1	NB	NB	NB						
Cefovecin INJ 80mg/mL	ml	45.74	57.18	NB	NB	NB						
Depo-Medrol inj or offbrand 40mg/mL	ml	3.99	12.04	NB	NB	NB						
Dexamethasone SP inj- 4mg/ml	ml	0.46	3.96	NB	NB	NB						
Dexmedetomidine inj (Dexdomitor equiv) 0.5mg/mL	ml	10.28	30	NB	NB	NB						
Dextrose 50% solution 500ml	ml	0.06	0.01	NB	NB	NB						
Immiticide inj (Melarsomine)	vial	54.23	70.81	NB	NB	NB						
Enrofloxacin INJ (generic to Baytril 100) 100mg/mL	ml	1	1.42	NB	NB	NB						
Epinephrine inj 1mg/ml	ml	0.65	0.82	NB	NB	NB						
Gentamycin inj 100mg/mL	ml	0.28	0.42	NB	NB	NB						
Heparin, 1,000 u/ml	ml	NB	0.65	NB	NB	NB						
Hydromorphone 2mg/ml 20ml vials		NB	NB	NB	NB	NB						
Ketamine inj 100mg/ml, 10mL		NB	NB	NB	NB	NB						
Lactated Ringers Solution - 1L bags	liter	4.82	4.04	NB	NB	NB						
Lactated Ringers Solution - 250mL bags	250ml	4.82	5.59	NB	NB	NB						
Lactated Ringers Solution - 500mL bags	500ml	4.82	7.51	NB	NB	NB						
Lactated Ringers Solution - 5L bags	5liter	27.69	25.5	NB	NB	NB						
Lidocaine 2% Inj	ml	0.03	0.06	NB	NB	NB						
Meloxicam INJ 5mg/mL (Metacam equiv)	ml	4.82	14.49	NB	NB	NB						
Metoclopramide (Reglan eqiv) INJ, 5 mg/ml	ml	NB	1.32	NB	NB	NB						
Midazolam INJ 5mg/mL (10mL, 10 vials per box)		NB	NB	NB	NB	NB						
Morphine Sulfate INJ 10mg/mL		NB	NB	NB	NB	NB						
Ondansetron inj (2mg/ml)- 20ml x 20 bottles	ml	0.15	0.17	NB	NB	NB						
Pantoprazole Inj 40mg (10/pkg)	vial	2.08	9.53	NB	NB	NB						
Pentobarbital Sodium (Fatal Plus brand), 390mg/ml		NB	NB	NB	NB	NB						
PropoFlo 10mg/mL	ml	0.89	0.98	NB	NB	NB						
Saline Irrigation Solution bottles 1000ml 12/pk	1000ml	NB	5.79	NB	NB	NB						
Sterile Water for Injection USP 250ml	250ml	3.44	5.23	NB	NB	NB						
Tiletamine & Zolazepam (Tzed) 100mg/ml		NB	NB	NB	NB	NB						
Zorbium (topical buprenorphine) 2.6-6.6lb - 10 doses		NB	NB	NB	NB	NB						
Zorbium (topical buprenorphine) 6.6-16.5lb - 10 doses		NB	NB	NB	NB	NB						
Anti-parasitics												
Advantage multi 88.1-110# 6/pk BROWN	dose	11.3	18.83	NB	NB	NB						
Capstar Feline 2-25# PINK, 11.4 mg	tab	3.98	5.9	NB	NB	NB						
Fenbendazole Oral suspension 100mg/mL	ml	0.15	0.2	NB	NB	NB						
Fenbendazole Granules 22.2%	pound	403.35	507.36	NB	NB	NB						
Ivermectin inj 1%	ml	0.23	0.59	NB	NB	NB						
Nitenpyram Generic 12mg	tab	3.98	5.93	NB	NB	NB						
Nitenpyram Generic 57mg	tab	4.13	6.22	NB	NB	NB						
Ponazuril 90mg/mL oral suspension	127g syr	268.57	NB	NB	NB	NB						
Praziquantel inj 56.8mg/ml	ml	9.69	14.76	NB	NB	NB						
Praziquantel capsules 136mg	cap	NB	22.8	NB	NB	NB						
Praziquantel capsules 30mg	cap	NB	2.7	NB	NB	NB						
Praziquantel oral suspension 150mg/ml		NB	NB	NB	NB	NB						
Pro-Heart 12 (moxidectin)	ml	48.22	76.09	NB	NB	NB						
Pyrantel Pamoate Oral Suspension 50mg/ml	oz	0.88	1.21	NB	NB	NB						
Senery (selamectin 120mg/mL)	dose	9.8	13.99	NB	NB	NB						
Simparica OR Credelio OR Nexgard ~11-22#	dose	13.01	12.76	NB	NB	16.86						
Simparica OR Credelio OR Nexgard ~22-44#	dose	14.07	13.83	NB	NB	17.33						
Simparica OR Credelio OR Nexgard ~44-88#	dose	14.48	14.25	NB	NB	17.6						
Simparica OR Credelio OR Nexgard ~88-132#	dose	14.67	14.47	NB	NB	17.78						
Vaccines												
Leptosporosis vaccine	dose	3.29	30	NB	NB	4.01						
Rabies 1yr, killed virus	dose	1.04	4.74	NB	NB	1.33						
Distemper Adenovirus Parainfluenza Parvo, Modified Live Virus	dose	2.6	NB	NB	NB	2.84						
DAPP - MLV MERCK	dose	8.53	NB	NB	NB	NB						
Bordatella, Parainfluenza and Adenovirus 2 Intranasal vaccine	dose	2.57	10.48	NB	NB	2.84						
Distemper Adenovirus Parainfluenza Parvo + LEPTO	dose	3.89	NB	NB	NB	4.58						
Feline Rhinotracheitis-Calici-Panleukopenia	dose	2.16	8.98	NB	NB	2.8						
Med Supplies												
E Collar 10cm, basic/traditional	ea	1.29	2.33	5.28	NB	NB						
E Collar 15cm, basic/traditional	ea	2.2	4.2	6.39	NB	NB						
E Collar 25cm, basic/traditional	ea	3.38	5.74	NB	NB	NB						
E Collar 30cm, basic/traditional	ea	4.35	7.89	10.12	NB	NB						
E Collar 35cm, basic/traditional	ea	NB	17.29	NB	NB	NB						
Exam Gloves-latex w/o powder ExtraLarge	ea	0.06	0.09	0.07	0.06	NB						
Exam Gloves-latex w/o powder Large	ea	0.06	0.1	0.07	0.06	NB						
Exam Gloves-latex w/o powder Med	ea	0.06	0.1	0.07	0.06	NB						
Exam Gloves-latex w/o powder Small	ea	0.06	0.07	0.07	0.06	NB						
Exam Gloves-latex w/o powder Extra Small	ea	0.06	0.07	0.07	0.06	NB						
Exam Gloves-nitrile w/o powder ExtraLarge	ea	0.05	0.12	0.06	0.05	NB						
Exam Gloves-nitrile w/o powder Large	ea	0.05	0.12	0.06	0.05	NB						
Exam Gloves-nitrile w/o powder Med	ea	0.05	0.12	0.06	0.05	NB						

Exam Gloves-nitrile w/o powder Small	ea	0.05	0.12	0.06	0.05	NB						
Exam Gloves-nitrile w/o powder Extra Small	ea	0.06	0.12	0.06	0.05	NB						
Feeding tube and urethral catheter 12FR X 16"	ea	1.55	2.36	2.07	NB	NB						
Feeding tube and urethral catheter 14FR X 16"	ea	1.55	2.36	2.1	NB	NB						
Feeding tube and urethral catheter 16FR X 16"	ea	NB	NB	NB	NB	NB						
Feeding Tube and Urethral Catheter 3.5Fr X 16"	ea	NB	2.53	2.31	NB	NB						
Feeding Tube and Urethral Catheter 5Fr X 16"	ea	1.69	2.57	2.33	NB	NB						
Feeding Tube and Urethral Catheter 8FR X 16"	ea	1.67	NB	2.31	NB	NB						
Feeding Tube and Urethral Catheter 8FR X **22"**	ea	1.67	2.53	2.31	NB	NB						
Gowns, Isolation, disposable	ea	0.89	0.6	1.43	0.74	NB						
Grimgrow Hair Clippers	ea	NB	25.7	NB	NB	NB						
IV Extension Set - T Port/T-Connector	ea	1.24	5.25	NB	NB	NB						
IV Drip Lines 80" (for SQs (cheapest option))	ea	0.96	1.67	NB	NB	NB						
IV Infusion Set 103" (OmniSet brand)	ea	1.49	2.66	NB	NB	NB						
IV Infusion set 103" (Practivet brand)	ea	2.07	NB	NB	NB	NB						
Blood Filter HemoNate with LL hub	ea	NB	12.5	NB	NB	NB						
KimWipes (pr similar offbrand)	280pk	2.98	2.62	4.88	NB	NB						
Thermometer, digital	ea	5.65	2.47	28.62	NB	NB						
Sharps Container, 2 gallon	ea	5.68	3.6	6.76	NB	NB						
Sharps Container, 18 gallon	ea	32.69	29.69	42.8	NB	NB						
Shoe Covers, disposable, no skid or anti skid	ea	0.34	0.1	0.06	0.11	NB						
Slippery Sam Tomcat Catheters 3.5Fr 11cm Open End	ea	15.69	22.31	NB	NB	NB						
Slippery Sam Tomcat Catheters 3.5Fr 11cm Closed End	ea	21.29	29.39	NB	NB	NB						
Boston Round Bottles with Yorker 0.5 oz 50 ct	ea	0.23	0.39	0.53	NB	NB						
Boston Round Bottles with Yorker 0.25 oz 50 ct	ea	0.23	0.76	NB	NB	NB						
Catheter Caps/Male Adapter Plug Luer Lock Injection Site	bag/100	0.44	1.9	NB	NB	NB						
IV Catheter, 18g X 1.25", Terumo	ea	1.53	2.19	2.15	NB	NB						
IV Catheter, 20g X 1", Terumo	ea	1.53	2.19	2.15	NB	NB						
IV Catheter, 22g X 1", Terumo	ea	1.53	2.19	2.15	NB	NB						
IV Catheter, 24g X 3/4", Terumo	ea	1.53	2.19	2.15	NB	NB						
IV Catheter, 26g X 3/4", Cardinal Health	ea	1.05	1.59	NB	NB	NB						
Cotton Balls, Medium	ea	0.009	0.01	0.01	0.005	NB						
Cotton Tipped Applicators 6" wood shaft	ea	0.006	0.05	0.23	0.007	NB						
Tongue Depressors 6"	ea	0.01	0.08	0.06	0.01	NB						
Syringes												
Needles 18g X 1.0"	ea	0.11	0.08	0.09	0.06	NB						
Needles 20g X 1.0"	ea	0.06	0.09	0.09	0.06	NB						
Needles 22g X 1.0"	ea	0.06	0.12	0.09	0.06	NB						
Insulin U-100, 0.3cc, 29g x 0.5"	ea	0.1	0.25	0.66	0.16	NB						
Syringe, 1cc (oral, no needle, leur slip)	ea	0.14	0.16	0.19	0.21	NB						
Syringe, 1cc w/needle 25g X 5/8", leur slip	ea	0.1	0.23	0.2	0.14	NB						
Syringe, 1cc w/needle 25g X 5/8", leur lock (TNR)	ea	0.19	0.27	NB	NB	NB						
Syringe, 1cc w/ needle 25g X 5/8", zero dead space	ea	0.07	0.1	0.36	NB	NB						
Syringe, 3cc w/needle leur lock, 22gX1"	ea	0.06	0.22	0.16	0.1	NB						
Syringe 3cc, no needle, slip tip	ea	0.06	0.14	0.16	NB	NB						
Syringe, no needle, slip tip, 10cc OR 6cc	ea	0.08	0.18	0.21	0.28	NB						
Syringe, 10cc no needle, leur lock	ea	0.11	0.2	0.25	0.18	NB						
syringe, 20cc OR 30cc, leur lock	ea	NB	0.64	0.77	0.33	NB						
Syringe, 60cc, leur lock	ea	NB	0.59	1.14	0.81	NB						
Syringe, 60cc, urinary catheter	ea	NB	0.36	1.14	0.81	NB						
Diagnostics												
AlphaTrak 3 Glucometer		64.75	92.5	NB	NB	NB						
AlphaTrak 3 Glucometer Test Strips		0.98	1.4	NB	NB	NB						
Azostick Reagent Strips		NB	1.87	3.34	NB	NB						
Microhematocrit Clay (Capillary Tube Sealant Tray)	ea	2.82	4.4	6.82	NB	NB						
Microhematocrit Tubes (Heparinized Capillary Tube Pre-Calibrated, Glass)	tube	0.07	0.11	0.2	NB	NB						
Urinalysis Test Reagent Strips	strip	0.14	0.4	0.65	NB	NB						
Pipette Tips, Disposable, 200ul, 96ct	ea	NB	0.08	0.04	NB	NB						
Tear Test, Schirmer	test	1.51	2.15	3.09	NB	NB						
Tests, Canine 4Dx Plus SNAP tests IDEXX		NB	NB	NB	NB	NB						
Tests, Canine Heartworm tests IDEXX		NB	NB	NB	NB	NB						
Tests, Canine Heartworm Tests Witness ZOETIS		NB	NB	NB	NB	NB						
Tests, Canine Parvovirus tests IDEXX		NB	NB	NB	NB	NB						
Tests, FIV/FELV SNAP Tests IDEXX		NB	NB	NB	NB	NB						
Tests, FELV SNAP IDEXX		NB	NB	NB	NB	NB						
VetScan Hemaclean Kit		NB	55	NB	NB	NB						
VetScan HM5 Control		NB	NB	NB	NB	NB						
VetScan HM5 Reagent Pack		NB	NB	NB	NB	NB						
VetScan Rotor Comprehensive Diagnostic		NB	799	NB	NB	NB						
VetScan Rotor T4/CHOL		NB	NB	NB	NB	NB						
Surgery Supplies												
Autoclave Indicator Tape ½ "	roll	4.11	3.6	24.3	5.25	NB						
Avagard Antiseptic Surgical Hand Antiseptic 500ml or similar off brand	ml	0.09	7.85	NB	NB	NB						
CarbO2 Lime Absorbent Granules, 5 gallon	gal	15.36	32	27.38	NB	NB						
Cautery Pens	ea	24.9	10	72.67	NB	NB						
clipper blade, #40, Andis brand Ceramic	ea	23.64	41.3	61.77	NB	NB						
Distilled Water, gallon		NB	6.31	13.03	NB	NB						
Drapes, Surgery, Disposable, 38inch x 100yrds	roll	62.75	96.5	NB	NB	NB						
Endotracheal Tubes 13.0mm cuffed	ea	8.28	11.8	33.92	NB	NB						
Endotracheal Tubes 11.0mm cuffed	ea	8.28	11.8	28.49	NB	NB						
Endotracheal Tubes 10.0mm cuffed	ea	1.06	2.8	7.17	NB	NB						
Endotracheal Tubes 9.0mm cuffed	ea	1.06	2.8	3.62	NB	NB						
Endotracheal Tubes 2.5mm cuffed	ea	6.73	6	NB	NB	NB						
Endotracheal Tubes 3.5mm cuffed	ea	1.06	2.8	7.54	NB	NB						
Endotracheal Tubes 3mm cuffed	ea	1.06	2.8	7.17	NB	NB						
Endotracheal Tubes 4.5mm cuffed	ea	1.06	2.8	7.17	NB	NB						
Endotracheal Tubes 4mm cuffed	ea	1.06	2.8	7.17	NB	NB						
Endotracheal Tubes 5.0mm cuffed	ea	1.06	2.8	3.62	NB	NB						
Endotracheal Tubes 5.5mm cuffed	ea	1.06	2.8	3.62	NB	NB						
Endotracheal Tubes 6.0mm cuffed	ea	1.06	2.8	4.47	NB	NB						
Endotracheal Tubes 6.5mm cuffed	ea	1.06	2.8	3.62	NB	NB						
Endotracheal Tubes 7.0mm cuffed	ea	1.06	2.8	6.22	NB	NB						
Endotracheal Tubes 8.0mm cuffed	ea	1.06	2.8	6.22	NB	NB						
Gauze pads 3"X3" NON-WOVEN	ea	0.0061	0.11	0.02	0.011	NB						

Gauze pads 3"X3" WOVEN	ea	0.0094	0.03	0.02	0.021	NB					
Isofluorane Inhalant, 250ml	250ml	25.8	37.5	NB	NB	NB					
Masking Tape, General Purpose, ~1"		NB	22	4.06	NB	NB					
Needle, Suture, 3/8 Circle Cut, Size 10, 12/pk	needle	0.76	1.22	1.46	NB	NB					
Needle, Suture, 3/8, Circle Cut,Size 12, 12/pk	needle	0.76	1.22	1.46	NB	NB					
Needle, Suture, 3/8, Circle Cut,Size 14, 12/pk	needle	0.76	1.22	1.46	NB	NB					
Pouches, Autoclave, Self Sealing, 3.5" X 9" or 10"	pouch	0.12	0.15	0.05	0.05	NB					
Pouches, Autoclave, Self Sealing, 5.25" X 10" or 11"	pouch	0.22	0.2	0.09	0.08	NB					
Silver Nitrate Sticks 100ct		0.21	0.25	0.59	NB	NB					
Sterile Glass Vials w/ Butyl Stoppers 30ml		NB	10	NB	NB	NB					
Stick Fast Instant CA Thin Adhesive - 4.5oz		NB	22.5	NB	NB	NB					
Surgery Gloves Size 5.5, sterile	pair	0.86	1.35	NB	0.6	NB					
Surgery Gloves Size 6.0, sterile	pair	0.86	2.57	1.08	0.6	NB					
Surgery Gloves Size 6.5, sterile	pair	0.86	2.57	1.08	0.6	NB					
Surgery Gloves Size 7.0, sterile	pair	0.86	2.57	1.08	0.6	NB					
Surgery Gloves Size 7.5, sterile	pair	0.86	1.35	1.08	0.6	NB					
Surgery Gloves Size 8.0, sterile	pair	0.86	1.35	1.08	NB	NB					
Sterile Scalpel Blade #15	blade	0.13	1.24	0.37	0.16	NB					
Tattoo Ink Green Paste	oz	8.24	13.2	32.93	NB	NB					
Chlorhexedrine Scrub 2%, gallon	gal	20.48	191.99	80.86	NB	NB					
Chlorhexedrine Solution 2%, gallon	gal	8.22	11.75	42.7	NB	NB					
Instrument Lube Milk, gallon	gal	22.56	68	NB	NB	NB					
Alcohol, Isopropyl 70%, gallon		NB	20	30.22	19.85	NB					
Betadine Solution, gallon	gal	47.93	47.58	67.65	NB	NB					
Suture											
Suture Cassette 0 absorb, monofilament, polydioxanone synth	meter	3.98	22.28	NB	NB	NB					
Suture Cassette 2-0 absorb, monofilament, polydioxanone synth	meter	3.35	22.28	NB	NB	NB					
Suture Cassette 3-0 absorb, monofilament, polydioxanone synth	meter	2.75	115.82	NB	NB	NB					
Office											
OKI Printer Toner, OKI, C710/C711, Black		NB	168.5	NB	NB	NB					

Williamson County Regional Animal Shelter
1855 SE Inner Loop
Georgetown, Texas 78626
Telephone 512-943-3322

March 4, 2025

To: **Joy Simonton/Sandra Malcolm-Purchasing**

From: Linda Gunter, Administrative Manager, Animal Services

Subject: Pharmaceuticals and Clinic Supplies for WCRAS

25IFB19

Re: Bid Evaluation

In response to Solicitation 25IFB19 five bids were received from companies desiring to provide pharmaceuticals and clinic supplies for the Williamson County Regional Animal Shelter.

The Animal Services staff, with Purchasing Department overview, reviewed the Bid Tabulation.

After reviewing the Bid Tabulation and considering the pricing and item offers, a decision was made to award this bid 25IFB19 on a per item basis to four of the five responding vendors Patterson Veterinary, North American Rescue Medical Depot, Agni Enterprises LLC and Rally, Inc. in accordance with the attached list.

Thank you,

Linda Gunter

Linda Gunter

Administrative Manager
Williamson County Regional Animal Shelter

WILLIAMSON COUNTY
PURCHASE CONTRACT FOR ANIMAL SHELTER PHARMACEUTICALS AND CLINIC SUPPLIES
North American Rescue Medical Depot, LLC
Solicitation 25IFB19

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS PURCHASE CONTRACT FOR ANIMAL SHELTER PHARMACEUTICALS AND CLINIC SUPPLIES (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **North American Rescue Medical Depot, LLC** (hereinafter "Supplier"), both of which are referred to herein as the parties The County agrees to purchase and the Supplier agrees to provide veterinary pharmaceuticals and clinic supplies described herein pursuant to the following terms, conditions, and restrictions:

I.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following, by order of precedence:

A. This Contract;
B. The County's Solicitation Documents for 25IFB19 and
C. Supplier's Responsive Documents.

The County reserves the right and sole discretion to determine the controlling provisions, based on the proceeding order of precedence, where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto or incorporated by reference relating to this Contract.

II.

Effective Date and Contract Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall remain in effect for one (1) year ("Initial Contract Term"). At the end of the Initial Contract Term, the parties upon mutual agreement, shall have the option to renew this Contract for up to two (2) additional twelve (12) month terms, with the terms and conditions remaining the same.

III.

Prompt Payment Act Compliance: Payment for the goods shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; or (2) the date the Williamson County Auditor receives an invoice for the goods. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Confidentiality: Supplier expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Supplier shall not in any sense be considered a partner or joint venturer with the County, nor shall Supplier hold itself out as an agent or official representative of the County. Supplier shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Supplier or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SUPPLIER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SUPPLIER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SUPPLIER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS

INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SUPPLIER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SUPPLIER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

VIII.

Insurance: Supplier shall provide and maintain, throughout the duration of this Contract, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory

b. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

c. Automobile Liability Insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER OCCURRENCE
Bodily injury	$500,000
Property damage	$500,000
Aggregate policy limits	$1,000,000

Supplier, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Supplier shall not be entitled to worker's compensation coverage, or any other type of insurance coverage held by the County.

Upon execution of this Contract, Supplier shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

IX.

Compliance With All Laws: Supplier agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Right to Audit: Supplier agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and

the right to examine and photocopy any and all books, documents, papers and records of Supplier which are directly pertinent to the good to be provided under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Supplier agrees that the County shall have access, no more than once per year, during normal working hours to all necessary Supplier facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Supplier reasonable advance notice of intended audits.

XIV.

No Assignment: Supplier may not assign this Contract without the prior written consent of the County.

XV.

Good Faith Clause: Supplier agrees to act in good faith in the performance of this Contract.

XVI.

Public Information: Supplier understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVII.

Damage to County Property: Supplier shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Supplier and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Supplier shall notify County in writing of any such damage within one (1) calendar day.

XVIII.

Media Releases: Supplier shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XIX.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

[SIGNATURE PAGE TO FOLLOW]

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____, 20____

NAR Medical Depot, LLC:

_____
Authorized Signature

Will Jamison
Printed Name

Date: _____, 20____

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Mar 25 2025 Time: 3:13 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Mar 25 2025 Time: 1:43 pm

Purchase Contract NARMD 032025

Final Audit Report 2025-03-10

Created:	2025-03-10
By:	Jennifer Medlock (jmedlock@narescue.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVIGjxTglaYgS_SgzsjqVQFH1Brsh6Uo2

"Purchase Contract NARMD 032025" History

Document created by Jennifer Medlock (jmedlock@narescue.com)
2025-03-10 - 6:04:25 PM GMT

Document emailed to Will Jamison (wjamison@narescue.com) for signature
2025-03-10 - 6:05:16 PM GMT

Email viewed by Will Jamison (wjamison@narescue.com)
2025-03-10 - 6:14:20 PM GMT

Document e-signed by Will Jamison (wjamison@narescue.com)
Signature Date: 2025-03-10 - 6:19:31 PM GMT - Time Source: server

Agreement completed.
2025-03-10 - 6:19:31 PM GMT

Adobe Acrobat Sign

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1279338

Date Filed:
03/10/2025

Date Acknowledged:
03/11/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

NAR Medical Depot, LLC
Greer, SC United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

25IFB19
Animal Shelter Pharmaceuticals and Clinic Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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Williamson County

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25IFB19
Animal Shelter Pharmaceuticals and Clinic Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Will Jamison, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Greenville County, State of SC, on the 10 day of March (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **20.**

Meeting Date: 04/08/2025

Award of IFB #25IFB19 Animal Shelter Pharmaceuticals and Clinic Supplies to Rally, Inc. for Williamson County Regional Animal Shelter

Submitted For: Joy Simonton **Submitted By:** Sandra Malcolm, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #25IFB19, Animal Shelter Pharmaceuticals and Clinic Supplies, on a per-item basis, to Rally, Inc., one of four responsive bidders, as per attached documentation and authorizing the execution of the agreement.

Background

The award of this solicitation will support the operations of the Williamson County Regional Animal Shelter. Invitations were sent to six hundred (600) vendors; thirty-one (31) vendors viewed the bid, with five (5) submitting responses.

Upon evaluation, Rally, Inc. was the lowest and best bidder on select items as highlighted on the 25IFB19 Bid Tabulation attachment. The contract term is twelve (12) months, with two (2) one-year optional renewals. Funding sources are 01.0545.0545.003200 and 01.0545.0545.004975 as per the FY25 budget. Origination #1806. The department point of contact is Linda Gunter.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

25IFB19 Bid Tabulation

25IFB19 Recommendation Letter

Rally, Inc. Purchase Contract

1295 Form Rally, Inc.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2025 09:03 AM
County Judge Exec Asst.	Andrea Schiele	04/03/2025 01:43 PM
Form Started By: Sandra Malcolm		Started On: 04/01/2025 03:29 PM
Final Approval Date: 04/03/2025		

Item						
Oral Meds	Unit	Patterson	NorAmer	Agni	Rally	BI
Amantadine 100mg Tablets	tab	0.17	0.25	NB	NB	NB
Amantadine 10mg/mL Oral Syrup	oz	NB	2.3	NB	NB	NB
Amoxicillin 250mg tablets or capsules	cap	0.06	0.08	NB	NB	NB
Amoxicillin 500mg tablets or capsules	cap	0.09	0.12	NB	NB	NB
Amoxicillin Oral Suspension 50mg/mL	ml	0.46	NB	NB	NB	NB
Amoxicillin and Clavulanate 500mg/125mg tablets	tab	0.19	0.29	NB	NB	NB
Amoxicillin and Clavulanate 875mg/125mg tablets	tab	NB	0.24	NB	NB	NB
Amoxicillin Clavulonic Clavulanate, 200mg; 28.5mg;	ml	0.04	1.26	NB	NB	NB
Apoquel/Ocalcitinib 16mg tablets (or equivalent off brand)	tab	1.73	2.16	NB	NB	NB
Azithromycin 250mg tablets	tab	0.16	0.14	NB	NB	NB
Azithromycin oral suspension 200mg/5mL	ml	0.2	0.23	NB	NB	NB
Bethanecol 10mg tablets	tab	NB	0.46	NB	NB	NB
Buprenorphine 0.6mg/ml oral suspension		NB	NB	NB	NB	NB
Carprofen 100mg tablets	tab	0.32	0.8	NB	NB	NB
Carprofen 25mg tablets	tab	0.21	0.53	NB	NB	NB
Carprofen 75mg tablets	tab	0.26	0.65	NB	NB	NB
Cephalexin capsules 250mg	cap	0.07	0.06	NB	NB	NB
Cephalexin capsules 500mg	cap	0.11	0.1 invalid	NB	NB	NB
Cefpodoxime 100mg tablets	tab	0.36	0.55	NB	NB	NB
Cetirizine tablets 10mg	tab	0.02	0.03	NB	NB	NB
Clindamycin tablets, 25mg	tab	0.35	0.49	NB	NB	NB
Clindamycin oral 25mg/mL solution	ml	0.14	0.18	NB	NB	NB
Clindamycin, capsules 150mg	cap	0.08	0.09	NB	NB	NB
Clindamycin, capsules 300mg	cap	0.16	0.24	NB	NB	NB
Clonidine Tablets 0.3mg	tab	0.04	0.06	NB	NB	NB
Cyclosporine 100mg/mL oral suspension	ml	3.25	4.67	NB	NB	NB
Cytopoint 40mg		NB	NB	NB	NB	NB
Diphenhydramine 25mg (tabs or caps)	cap	0.02	0.03	NB	NB	NB
Diphenhydramine 50mg (tabs or caps)	cap	0.02	0.03	NB	NB	NB
Doxycycline 100mg tablets	tab	0.06	0.11	NB	NB	NB
Doxycycline 100mg/mL oral suspension		NB	NB	NB	NB	NB
Enrofloxacin 136mg tablets	tab	2.03	2.86	NB	NB	NB
Enrofloxacin 22.7mg tablets	tab	0.45	0.63	NB	NB	NB
Entyce oral 30mg/mL	ml	2.16	3.83	NB	NB	NB
Famciclovir 250mg tablets	tab	0.29	0.43	NB	NB	NB
Famciclovir 250mg/mL oral suspension		NB	NB	NB	NB	NB
Fluoxetine, 10mg Capsules	cap	0.02	0.03	NB	NB	NB
Fluoxetine, 20mg Capsules	cap	0.04	0.05	NB	NB	NB
Fluoxetine, 40mg Capsules	cap	0.03	0.05	NB	NB	NB
Gabapentin 100mg capsule	cap	0.02	0.04	NB	NB	NB
Gabapentin 300mg capsules	cap	0.04	0.06	NB	NB	NB
Gabapentin 400mg capsules	cap	0.04	0.06	NB	NB	NB
Gabapentin 600mg tablets	tab	0.05	0.08	NB	NB	NB
Gabapentin oral solution 100mg/ml	ml	0.11	NB	NB	NB	NB
GS for FIP treatment		NB	NB	NB	NB	NB
Lactulose oral solution, 10mg/15mL	oz	0.83	NB	NB	NB	NB
Levetiracetam 100mg/mL oral suspension	ml	0.02	0.02	NB	NB	NB
Levetiracetam 250mg tablets	tab	0.05	0.04 invalid	NB	NB	NB
Levetiracetam XR/ER 500mg tablets	tab	0.16	0.08 invalid	NB	NB	NB
Levetiracetam XR/ER 750mg tablets	tab	0.21	0.23	NB	NB	NB
Levothyroxine tablets (Thyro-Tabs), 0.5mg	tab	0.1	0.3	NB	NB	NB
Lixotinic Supplement	gal	145.15	181.44	NB	NB	NB
Maropitant Tablets 16mg	tab	2.38	NB	NB	NB	NB
Maropitant Tablets 160mg	tab	0.35	4.61	NB	NB	NB
Metoclopramide tablets 10mg	tab	0.02	10.13	NB	NB	NB
Metoclopramide tablets 5mg	tab	0.02	0.04	NB	NB	NB
Metronidazole 250mg tablets	tab	0.03	0.05	NB	NB	NB
Metronidazole 500mg tablets	tab	0.06	0.05 invalid	NB	NB	NB
Metronidazole Oral Susp 100mg/ml	ml	NB	0.25 invalid	NB	NB	NB
Mirtazapine Transdermal Ointment, 5g	g	4.78	NB	NB	NB	NB
Molnupiravir, all sizes	g	NB	3.63 invalid	NB	NB	NB
Omeprazole 20mg (tabs or caps)	cap	0.06	0.08	NB	NB	NB
Phenobarbital tabs 16.2mg		NB	NB	NB	NB	NB
Phenobarbital tabs 64.8mg		NB	NB	NB	NB	NB
Prednisolone 3mg/mL oral solution	ml	0.14	1.35	NB	NB	NB
Prednisolone 5mg tablets	tab	0.05	0.07	NB	NB	NB
Prednisone 20mg tablets	tab	0.07	0.16	NB	NB	NB
Probiotic Powder Packets, Canine (generic)	packet	0.47	0.66	NB	NB	NB
Probiotic Powder Packets, Feline (generic)	packet	0.47	0.66	NB	NB	NB
Terbinafine tabs 250mg	tab	0.11	0.37	NB	NB	NB
Terbinafine oral suspension 250mg/mL		NB	NB	NB	NB	NB
Trazodone 100mg tablets	tab	0.04	0.1	NB	NB	NB
Topicals, Opthalmics, Bandage						
Cast Padding, cotton and rayon blend, 2"x4yrds	roll	0.64	0.52	1.02	NB	NB
Cast Padding, cotton and rayon blend, 4"x4yrs	roll	1.32	0.96	2.1	NB	NB
Cast Padding, cotton and rayon blend, 6"x4yrs	roll	2.09	1.34	3.11	NB	NB
Flexwrap/Vetwrap 2"	roll	0.74	2.74	1.51	NB	NB
Chlorhexidine & Miconazole Shampoo, 1 gallon	gal	163.69	242.51	NB	NB	NB
Elastic Tape 2 inch (Elastikon or equiv)	roll	1.87	4.41	3.97	NB	NB
Enrofloxacin 0.23%/Ketoconazole 0.67%/Triamcinolone 0.1% Otic Ointment (KNT ear pack)		NB	NB	NB	NB	NB
Erythromycin Opthalmic Ointment 0.5%, 3.5g	tube	4.75	5.19	NB	NB	NB
Gentamicin 0.3% Opthalmic Solution 5ml	ml	0.46	4.52	NB	NB	NB
Ofloxacin Opthalmic	ml	2.28	5.98	NB	NB	NB
Tobramycin eye ointment	tube	19.7	4.1	NB	NB	NB
Prednisolone 1% opthalmic	ml	12.36	12.87	NB	NB	NB
NeoPolyBac antibiotic ointment opth (w/o dexamethasone) 3.5gm	tube	5.39	21.25	NB	NB	NB
Cyclosporine opth ointment (Optimune equiv) 2%, 3.5g	tube	219.42	274.28	NB	NB	NB
Lime Sulfur Dip 97.8%, 1gal	gal	NB	122.49	NB	NB	NB
Medicated mousse WITH antiseptic and antifungal	ea	17.5	22.31	NB	NB	NB
Porous Tape 1" (Zonas or equiv)	roll	1.03	1.6	1.98	1.52	NB
Silver Sulfadiazine Cream 1%	g	0.076	0.08	NB	NB	NB

Stretch Gauze, Conforming 2"	roll	0.09	0.75	0.34	NB	NB						
Stretch Gauze, Conforming 4"	roll	0.14	0.88	0.4	NB	NB						
Non-stick Sterile Pads 3x4inch		NB	0.06	0.11	NB	NB						
Non-stick Sterile Pads 2X3inch	pad	0.12	NB	NB	NB	NB						
Epi-Klean Ear Cleaner	oz	0.73	1.29	NB	NB	NB						
Mal-A-Ket Plus TrizEDTA Flush	oz	1.86	2.59	NB	NB	NB						
Injectables & Fluids & Controlled Substances												
Acepromazine injectable 10mg/mL	ml	0.5	0.63	NB	NB	NB						
Albuterol 0.083%, For inhalation	g	3.17	0.68	NB	NB	NB						
Ampicillin Sulbactam Inj 1.5g	bottle	4	8.05	NB	NB	NB						
Ampicillin Sodium Inj 1g	g	2.29	7.09	NB	NB	NB						
Atipamezole inj (generic Antisedan or Rivertidine) 5mg/mL	ml	11	32.36	NB	NB	NB						
Atropine injectble 0.54mg/ml	ml	0.23	0.35	NB	NB	NB						
Bupivocaine Inj 0.5%	ml	NB	1.32	NB	NB	NB						
Buprenorphine 0.3mg/mL injectable (5 x 1mL)		NB	NB	NB	NB	NB						
Butorphanol inj 10mg/mL	ml	3.59	NB	NB	NB	NB						
Cefazolin Inj. (1gm, 25 viles/case)	vial	0.16	0.21	NB	NB	NB						
Fentanyl patches, 25ug		NB	NB	NB	NB	NB						
Fentanyl patches, 50ug,		NB	NB	NB	NB	NB						
Fentanyl patches 75ug		NB	NB	NB	NB	NB						
Fentanyl patches 100ug		NB	NB	NB	NB	NB						
Maropitant Citrate INJ 10mg/ml	ml	11.28	14.1	NB	NB	NB						
Cefovecin INJ 80mg/mL	ml	45.74	57.18	NB	NB	NB						
Depo-Medrol inj or offbrand 40mg/mL	ml	3.99	12.04	NB	NB	NB						
Dexamethasone SP inj- 4mg/ml	ml	0.46	3.96	NB	NB	NB						
Dexmedetomidine inj (Dexdomitor equiv) 0.5mg/mL	ml	10.28	30	NB	NB	NB						
Dextrose 50% solution 500ml	ml	0.06	0.01	NB	NB	NB						
Immiticide inj (Melarsomine)	vial	54.23	70.81	NB	NB	NB						
Enrofloxacin INJ (generic to Baytril 100) 100mg/mL	ml	1	1.42	NB	NB	NB						
Epinephrine inj 1mg/ml	ml	0.65	0.82	NB	NB	NB						
Gentamycin inj 100mg/mL	ml	0.28	0.42	NB	NB	NB						
Heparin, 1,000 u/ml	ml	NB	0.65	NB	NB	NB						
Hydromorphone 2mg/ml 20ml vials		NB	NB	NB	NB	NB						
Ketamine inj 100mg/ml, 10mL		NB	NB	NB	NB	NB						
Lactated Ringers Solution - 1L bags	liter	4.82	4.04	NB	NB	NB						
Lactated Ringers Solution - 250mL bags	250ml	4.82	5.59	NB	NB	NB						
Lactated Ringers Solution - 500mL bags	500ml	4.82	7.51	NB	NB	NB						
Lactated Ringers Solution - 5L bags	5liter	27.69	25.5	NB	NB	NB						
Lidocaine 2% Inj	ml	0.03	0.06	NB	NB	NB						
Meloxicam INJ 5mg/mL (Metacam equiv)	ml	4.82	14.49	NB	NB	NB						
Metoclopramide (Reglan eqiv) INJ, 5 mg/ml	ml	NB	1.32	NB	NB	NB						
Midazolam INJ 5mg/mL (10mL, 10 vials per box)		NB	NB	NB	NB	NB						
Morphine Sulfate INJ 10mg/mL		NB	NB	NB	NB	NB						
Ondansetron inj (2mg/ml)- 20ml x 20 bottles	ml	0.15	0.17	NB	NB	NB						
Pantoprazole Inj 40mg (10/pkg)	vial	2.08	9.53	NB	NB	NB						
Pentobarbital Sodium (Fatal Plus brand), 390mg/ml		NB	NB	NB	NB	NB						
PropoFlo 10mg/mL	ml	0.89	0.98	NB	NB	NB						
Saline Irrigation Solution bottles 1000ml 12/pk	1000ml	NB	5.79	NB	NB	NB						
Sterile Water for Injection USP 250ml	250ml	3.44	5.23	NB	NB	NB						
Tiletamine & Zolazepam (Tzed) 100mg/ml		NB	NB	NB	NB	NB						
Zorbium (topical buprenorphine) 2.6-6.6lb - 10 doses		NB	NB	NB	NB	NB						
Zorbium (topical buprenorphine) 6.6-16.5lb - 10 doses		NB	NB	NB	NB	NB						
Anti-parasitics												
Advantage multi 88.1-110# 6/pk BROWN	dose	11.3	18.83	NB	NB	NB						
Capstar Feline 2-25# PINK, 11.4 mg	tab	3.98	5.9	NB	NB	NB						
Fenbendazole Oral suspension 100mg/mL	ml	0.15	0.2	NB	NB	NB						
Fenbendazole Granules 22.2%	pound	403.35	507.36	NB	NB	NB						
Ivermectin inj 1%	ml	0.23	0.59	NB	NB	NB						
Nitenpyram Generic 12mg	tab	3.98	5.93	NB	NB	NB						
Nitenpyram Generic 57mg	tab	4.13	6.22	NB	NB	NB						
Ponazuril 90mg/mL oral suspension	127g syr	268.57	NB	NB	NB	NB						
Praziquantel inj 56.8mg/ml	ml	9.69	14.76	NB	NB	NB						
Praziquantel capsules 136mg	cap	NB	22.8	NB	NB	NB						
Praziquantel capsules 30mg	cap	NB	2.7	NB	NB	NB						
Praziquantel oral suspension 150mg/ml		NB	NB	NB	NB	NB						
Pro-Heart 12 (moxidectin)	ml	48.22	76.09	NB	NB	NB						
Pyrantel Pamoate Oral Suspension 50mg/ml	oz	0.88	1.21	NB	NB	NB						
Senery (selamectin 120mg/mL)	dose	9.8	13.99	NB	NB	NB						
Simparica OR Credelio OR Nexgard ~11-22#	dose	13.01	12.76	NB	NB	16.86						
Simparica OR Credelio OR Nexgard ~22-44#	dose	14.07	13.83	NB	NB	17.33						
Simparica OR Credelio OR Nexgard ~44-88#	dose	14.48	14.25	NB	NB	17.6						
Simparica OR Credelio OR Nexgard ~88-132#	dose	14.67	14.47	NB	NB	17.78						
Vaccines												
Leptosporosis vaccine	dose	3.29	30	NB	NB	4.01						
Rabies 1yr, killed virus	dose	1.04	4.74	NB	NB	1.33						
Distemper Adenovirus Parainfluenza Parvo, Modified Live Virus	dose	2.6	NB	NB	NB	2.84						
DAPP - MLV MERCK	dose	8.53	NB	NB	NB	NB						
Bordatella, Parainfluenza and Adenovirus 2 Intranasal vaccine	dose	2.57	10.48	NB	NB	2.84						
Distemper Adenovirus Parainfluenza Parvo + LEPTO	dose	3.89	NB	NB	NB	4.58						
Feline Rhinotracheitis-Calici-Panleukopenia	dose	2.16	8.98	NB	NB	2.8						
Med Supplies												
E Collar 10cm, basic/traditional	ea	1.29	2.33	5.28	NB	NB						
E Collar 15cm, basic/traditional	ea	2.2	4.2	6.39	NB	NB						
E Collar 25cm, basic/traditional	ea	3.38	5.74	NB	NB	NB						
E Collar 30cm, basic/traditional	ea	4.35	7.89	10.12	NB	NB						
E Collar 35cm, basic/traditional	ea	NB	17.29	NB	NB	NB						
Exam Gloves-latex w/o powder ExtraLarge	ea	0.06	0.09	0.07	0.06	NB						
Exam Gloves-latex w/o powder Large	ea	0.06	0.1	0.07	0.06	NB						
Exam Gloves-latex w/o powder Med	ea	0.06	0.1	0.07	0.06	NB						
Exam Gloves-latex w/o powder Small	ea	0.06	0.07	0.07	0.06	NB						
Exam Gloves-latex w/o powder Extra Small	ea	0.06	0.07	0.07	0.06	NB						
Exam Gloves-nitrile w/o powder ExtraLarge	ea	0.05	0.12	0.06	0.05	NB						
Exam Gloves-nitrile w/o powder Large	ea	0.05	0.12	0.06	0.05	NB						
Exam Gloves-nitrile w/o powder Med	ea	0.05	0.12	0.06	0.05	NB						

Exam Gloves-nitrile w/o powder Small	ea	0.05	0.12	0.06	0.05	NB						
Exam Gloves-nitrile w/o powder Extra Small	ea	0.06	0.12	0.06	0.05	NB						
Feeding tube and urethral catheter 12FR X 16"	ea	1.55	2.36	2.07	NB	NB						
Feeding tube and urethral catheter 14FR X 16"	ea	1.55	2.36	2.1	NB	NB						
Feeding tube and urethral catheter 16FR X 16"	ea	NB	NB	NB	NB	NB						
Feeding Tube and Urethral Catheter 3.5Fr X 16"	ea	NB	2.53	2.31	NB	NB						
Feeding Tube and Urethral Catheter 5Fr X 16"	ea	1.69	2.57	2.33	NB	NB						
Feeding Tube and Urethral Catheter 8FR X 16"	ea	1.67	NB	2.31	NB	NB						
Feeding Tube and Urethral Catheter 8FR X **22"**	ea	1.67	2.53	2.31	NB	NB						
Gowns, Isolation, disposable	ea	0.89	0.6	1.43	0.74	NB						
Grimgrow Hair Clippers	ea	NB	25.7	NB	NB	NB						
IV Extension Set - T Port/T-Connector	ea	1.24	5.25	NB	NB	NB						
IV Drip Lines 80" (for SQs (cheapest option))	ea	0.96	1.67	NB	NB	NB						
IV Infusion Set 103" (OmniSet brand)	ea	1.49	2.66	NB	NB	NB						
IV Infusion set 103" (Practivet brand)	ea	2.07	NB	NB	NB	NB						
Blood Filter HemoNate with LL hub	ea	NB	12.5	NB	NB	NB						
KimWipes (pr similar offbrand)	280pk	2.98	2.62	4.88	NB	NB						
Thermometer, digital	ea	5.65	2.47	28.62	NB	NB						
Sharps Container, 2 gallon	ea	5.68	3.6	6.76	NB	NB						
Sharps Container, 18 gallon	ea	32.69	29.69	42.8	NB	NB						
Shoe Covers, disposable, no skid or anti skid	ea	0.34	0.1	0.06	0.11	NB						
Slippery Sam Tomcat Catheters 3.5Fr 11cm Open End	ea	15.69	22.31	NB	NB	NB						
Slippery Sam Tomcat Catheters 3.5Fr 11cm Closed End	ea	21.29	29.39	NB	NB	NB						
Boston Round Bottles with Yorker 0.5 oz 50 ct	ea	0.23	0.39	0.53	NB	NB						
Boston Round Bottles with Yorker 0.25 oz 50 ct	ea	0.23	0.76	NB	NB	NB						
Catheter Caps/Male Adapter Plug Luer Lock Injection Site	bag/100	0.44	1.9	NB	NB	NB						
IV Catheter, 18g X 1.25", Terumo	ea	1.53	2.19	2.15	NB	NB						
IV Catheter, 20g X 1", Terumo	ea	1.53	2.19	2.15	NB	NB						
IV Catheter, 22g X 1", Terumo	ea	1.53	2.19	2.15	NB	NB						
IV Catheter, 24g X 3/4", Terumo	ea	1.53	2.19	2.15	NB	NB						
IV Catheter, 26g X 3/4", Cardinal Health	ea	1.05	1.59	NB	NB	NB						
Cotton Balls, Medium	ea	0.009	0.01	0.01	0.005	NB						
Cotton Tipped Applicators 6" wood shaft	ea	0.006	0.05	0.23	0.007	NB						
Tongue Depressors 6"	ea	0.01	0.08	0.06	0.01	NB						
Syringes												
Needles 18g X 1.0"	ea	0.11	0.08	0.09	0.06	NB						
Needles 20g X 1.0"	ea	0.06	0.09	0.09	0.06	NB						
Needles 22g X 1.0"	ea	0.06	0.12	0.09	0.06	NB						
Insulin U-100, 0.3cc, 29g x 0.5"	ea	0.1	0.25	0.66	0.16	NB						
Syringe, 1cc (oral, no needle, leur slip)	ea	0.14	0.16	0.19	0.21	NB						
Syringe, 1cc w/needle 25g X 5/8", leur slip	ea	0.1	0.23	0.2	0.14	NB						
Syringe, 1cc w/needle 25g X 5/8", leur lock (TNR)	ea	0.19	0.27	NB	NB	NB						
Syringe, 1cc w/ needle 25g X 5/8", zero dead space	ea	0.07	0.1	0.36	NB	NB						
Syringe, 3cc w/needle leur lock, 22gX1"	ea	0.06	0.22	0.16	0.1	NB						
Syringe 3cc, no needle, slip tip	ea	0.06	0.14	0.16	NB	NB						
Syringe, no needle, slip tip, 10cc OR 6cc	ea	0.08	0.18	0.21	0.28	NB						
Syringe, 10cc no needle, leur lock	ea	0.11	0.2	0.25	0.18	NB						
syringe, 20cc OR 30cc, leur lock	ea	NB	0.64	0.77	0.33	NB						
Syringe, 60cc, leur lock	ea	NB	0.59	1.14	0.81	NB						
Syringe, 60cc, urinary catheter	ea	NB	0.36	1.14	0.81	NB						
Diagnostics												
AlphaTrak 3 Glucometer		64.75	92.5	NB	NB	NB						
AlphaTrak 3 Glucometer Test Strips		0.98	1.4	NB	NB	NB						
Azostick Reagent Strips		NB	1.87	3.34	NB	NB						
Microhematocrit Clay (Capillary Tube Sealant Tray)	ea	2.82	4.4	6.82	NB	NB						
Microhematocrit Tubes (Heparinized Capillary Tube Pre-Calibrated, Glass)	tube	0.07	0.11	0.2	NB	NB						
Urinalysis Test Reagent Strips	strip	0.14	0.4	0.65	NB	NB						
Pipette Tips, Disposable, 200ul, 96ct	ea	NB	0.08	0.04	NB	NB						
Tear Test, Schirmer	test	1.51	2.15	3.09	NB	NB						
Tests, Canine 4Dx Plus SNAP tests IDEXX		NB	NB	NB	NB	NB						
Tests, Canine Heartworm tests IDEXX		NB	NB	NB	NB	NB						
Tests, Canine Heartworm Tests Witness ZOETIS		NB	NB	NB	NB	NB						
Tests, Canine Parvovirus tests IDEXX		NB	NB	NB	NB	NB						
Tests, FIV/FELV SNAP Tests IDEXX		NB	NB	NB	NB	NB						
Tests, FELV SNAP IDEXX		NB	NB	NB	NB	NB						
VetScan Hemaclean Kit		NB	55	NB	NB	NB						
VetScan HM5 Control		NB	NB	NB	NB	NB						
VetScan HM5 Reagent Pack		NB	NB	NB	NB	NB						
VetScan Rotor Comprehensive Diagnostic		NB	799	NB	NB	NB						
VetScan Rotor T4/CHOL		NB	NB	NB	NB	NB						
Surgery Supplies												
Autoclave Indicator Tape ½ "	roll	4.11	3.6	24.3	5.25	NB						
Avagard Antiseptic Surgical Hand Antiseptic 500ml or similar off brand	ml	0.09	7.85	NB	NB	NB						
CarbO2 Lime Absorbent Granules, 5 gallon	gal	15.36	32	27.38	NB	NB						
Cautery Pens	ea	24.9	10	72.67	NB	NB						
clipper blade, #40, Andis brand Ceramic	ea	23.64	41.3	61.77	NB	NB						
Distilled Water, gallon		NB	6.31	13.03	NB	NB						
Drapes, Surgery, Disposable, 38inch x 100yrds	roll	62.75	96.5	NB	NB	NB						
Endotracheal Tubes 13.0mm cuffed	ea	8.28	11.8	33.92	NB	NB						
Endotracheal Tubes 11.0mm cuffed	ea	8.28	11.8	28.49	NB	NB						
Endotracheal Tubes 10.0mm cuffed	ea	1.06	2.8	7.17	NB	NB						
Endotracheal Tubes 9.0mm cuffed	ea	1.06	2.8	3.62	NB	NB						
Endotracheal Tubes 2.5mm cuffed	ea	6.73	6	NB	NB	NB						
Endotracheal Tubes 3.5mm cuffed	ea	1.06	2.8	7.54	NB	NB						
Endotracheal Tubes 3mm cuffed	ea	1.06	2.8	7.17	NB	NB						
Endotracheal Tubes 4.5mm cuffed	ea	1.06	2.8	7.17	NB	NB						
Endotracheal Tubes 4mm cuffed	ea	1.06	2.8	7.17	NB	NB						
Endotracheal Tubes 5.0mm cuffed	ea	1.06	2.8	3.62	NB	NB						
Endotracheal Tubes 5.5mm cuffed	ea	1.06	2.8	3.62	NB	NB						
Endotracheal Tubes 6.0mm cuffed	ea	1.06	2.8	4.47	NB	NB						
Endotracheal Tubes 6.5mm cuffed	ea	1.06	2.8	3.62	NB	NB						
Endotracheal Tubes 7.0mm cuffed	ea	1.06	2.8	6.22	NB	NB						
Endotracheal Tubes 8.0mm cuffed	ea	1.06	2.8	6.22	NB	NB						
Gauze pads 3"X3" NON-WOVEN	ea	0.0061	0.11	0.02	0.011	NB						

Gauze pads 3"X3" WOVEN	ea	0.0094	0.03	0.02	0.021	NB					
Isofluorane Inhalant, 250ml	250ml	25.8	37.5	NB	NB	NB					
Masking Tape, General Purpose, ~1"		NB	22	4.06	NB	NB					
Needle, Suture, 3/8 Circle Cut, Size 10, 12/pk	needle	0.76	1.22	1.46	NB	NB					
Needle, Suture, 3/8, Circle Cut,Size 12, 12/pk	needle	0.76	1.22	1.46	NB	NB					
Needle, Suture, 3/8, Circle Cut,Size 14, 12/pk	needle	0.76	1.22	1.46	NB	NB					
Pouches, Autoclave, Self Sealing, 3.5" X 9" or 10"	pouch	0.12	0.15	0.05	0.05	NB					
Pouches, Autoclave, Self Sealing, 5.25" X 10" or 11"	pouch	0.22	0.2	0.09	0.08	NB					
Silver Nitrate Sticks 100ct		0.21	0.25	0.59	NB	NB					
Sterile Glass Vials w/ Butyl Stoppers 30ml		NB	10	NB	NB	NB					
Stick Fast Instant CA Thin Adhesive - 4.5oz		NB	22.5	NB	NB	NB					
Surgery Gloves Size 5.5, sterile	pair	0.86	1.35	NB	0.6	NB					
Surgery Gloves Size 6.0, sterile	pair	0.86	2.57	1.08	0.6	NB					
Surgery Gloves Size 6.5, sterile	pair	0.86	2.57	1.08	0.6	NB					
Surgery Gloves Size 7.0, sterile	pair	0.86	2.57	1.08	0.6	NB					
Surgery Gloves Size 7.5, sterile	pair	0.86	1.35	1.08	0.6	NB					
Surgery Gloves Size 8.0, sterile	pair	0.86	1.35	1.08	NB	NB					
Sterile Scalpel Blade #15	blade	0.13	1.24	0.37	0.16	NB					
Tattoo Ink Green Paste	oz	8.24	13.2	32.93	NB	NB					
Chlorhexedrine Scrub 2%, gallon	gal	20.48	191.99	80.86	NB	NB					
Chlorhexedrine Solution 2%, gallon	gal	8.22	11.75	42.7	NB	NB					
Instrument Lube Milk, gallon	gal	22.56	68	NB	NB	NB					
Alcohol, Isopropyl 70%, gallon		NB	20	30.22	19.85	NB					
Betadine Solution, gallon	gal	47.93	47.58	67.65	NB	NB					
Suture											
Suture Cassette 0 absorb, monofilament, polydioxanone synth	meter	3.98	22.28	NB	NB	NB					
Suture Cassette 2-0 absorb, monofilament, polydioxanone synth	meter	3.35	22.28	NB	NB	NB					
Suture Cassette 3-0 absorb, monofilament, polydioxanone synth	meter	2.75	115.82	NB	NB	NB					
Office											
OKI Printer Toner, OKI, C710/C711, Black		NB	168.5	NB	NB	NB					

Williamson County Regional Animal Shelter
1855 SE Inner Loop
Georgetown, Texas 78626
Telephone 512-943-3322

March 4, 2025

To: **Joy Simonton/Sandra Malcolm-Purchasing**

From: Linda Gunter, Administrative Manager, Animal Services

Subject: Pharmaceuticals and Clinic Supplies for WCRAS

25IFB19

Re: Bid Evaluation

In response to Solicitation 25IFB19 five bids were received from companies desiring to provide pharmaceuticals and clinic supplies for the Williamson County Regional Animal Shelter.

The Animal Services staff, with Purchasing Department overview, reviewed the Bid Tabulation.

After reviewing the Bid Tabulation and considering the pricing and item offers, a decision was made to award this bid 25IFB19 on a per item basis to four of the five responding vendors Patterson Veterinary, North American Rescue Medical Depot, Agni Enterprises LLC and Rally, Inc. in accordance with the attached list.

Thank you,

Linda Gunter

Linda Gunter

Administrative Manager
Williamson County Regional Animal Shelter

WILLIAMSON COUNTY
PURCHASE CONTRACT FOR ANIMAL SHELTER PHARMACEUTICALS AND CLINIC SUPPLIES
Rally, Inc.
Solicitation 25IFB19

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS PURCHASE CONTRACT FOR ANIMAL SHELTER PHARMACEUTICALS AND CLINIC SUPPLIES (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Rally, Inc.** (hereinafter "Supplier"), both of which are referred to herein as the parties The County agrees to purchase and the Supplier agrees to provide veterinary pharmaceuticals and clinic supplies described herein pursuant to the following terms, conditions, and restrictions:

I.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following, by order of precedence:

A. This Contract;
B. The County's Solicitation Documents for 25IFB19 and
C. Supplier's Responsive Documents.

The County reserves the right and sole discretion to determine the controlling provisions, based on the proceeding order of precedence, where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto or incorporated by reference relating to this Contract.

II.

Effective Date and Contract Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall remain in effect for one (1) year ("Initial Contract Term"). At the end of the Initial Contract Term, the parties upon mutual agreement, shall have the option to renew this Contract for up to two (2) additional twelve (12) month terms, with the terms and conditions remaining the same.

III.

Prompt Payment Act Compliance: Payment for the goods shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; or (2) the date the Williamson County Auditor receives an invoice for the goods. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Confidentiality: Supplier expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Supplier shall not in any sense be considered a partner or joint venturer with the County, nor shall Supplier hold itself out as an agent or official representative of the County. Supplier shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Supplier or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SUPPLIER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SUPPLIER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SUPPLIER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS

INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SUPPLIER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SUPPLIER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

VIII.

Insurance: Supplier shall provide and maintain, throughout the duration of this Contract, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	**Limits of Liability**
a. Worker's Compensation	Statutory

b. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

c. Automobile Liability Insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER OCCURRENCE
Bodily injury	$500,000
Property damage	$500,000
Aggregate policy limits	$1,000,000

Supplier, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Supplier shall not be entitled to worker's compensation coverage, or any other type of insurance coverage held by the County.

Upon execution of this Contract, Supplier shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

IX.

Compliance With All Laws: Supplier agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Right to Audit: Supplier agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and

the right to examine and photocopy any and all books, documents, papers and records of Supplier which are directly pertinent to the good to be provided under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Supplier agrees that the County shall have access, no more than once per year, during normal working hours to all necessary Supplier facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Supplier reasonable advance notice of intended audits.

XIV.

No Assignment: Supplier may not assign this Contract without the prior written consent of the County.

XV.

Good Faith Clause: Supplier agrees to act in good faith in the performance of this Contract.

XVI.

Public Information: Supplier understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVII.

Damage to County Property: Supplier shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Supplier and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Supplier shall notify County in writing of any such damage within one (1) calendar day.

XVIII.

Media Releases: Supplier shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XIX.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

[SIGNATURE PAGE TO FOLLOW]

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____, 20____

Rally, Inc.:

Bobby Rodriguez
Authorized Signature

Bobby Rodriguez
Printed Name

Date: March 12, 20 25

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Mar 25 2025 Time: 3:20 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Mar 25 2025 Time: 1:45 pm

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1280419

Date Filed:
03/12/2025

Date Acknowledged:
03/12/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Rally Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

25IFB19
Animal Shelter Pharmaceuticals and Clinic Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
LaMatta, Umberto	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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Houston, TX United States

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Williamson County

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25IFB19
Animal Shelter Pharmaceuticals and Clinic Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
LaMatta, Umberto	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Bobby Rodriguez, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), [redacted] (state), [redacted] (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 12 day of March (month), 2025 (year).

Bobby Rodriguez

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **21.**

Meeting Date: 04/08/2025

Award of IFB #25IFB19 Animal Shelter Pharmaceuticals and Clinic Supplies to Agni Enterprises, LLC for Williamson County Regional Animal Shelter

Submitted For: Joy Simonton **Submitted By:** Sandra Malcolm, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #25IFB19, Animal Shelter Pharmaceuticals and Clinic Supplies, on a per-item basis, to Agni Enterprises, LLC, one of four responsive bidders, as per attached documentation, and authorizing the execution of the agreement.

Background

The award of this solicitation will support the operations of the Williamson County Regional Animal Shelter. Invitations were sent to six hundred (600) vendors; thirty-one (31) vendors viewed the bid, with five (5) submitting responses.

Upon evaluation, Agni Enterprises LLC was the lowest and best bidder on select items as highlighted on the 25IFB19 Bid Tabulation attachment. The contract term is twelve (12) months, with two (2) one-year optional renewals. Funding sources are 01.0545.0545.003200 and 01.0545.0545.004975 as per the FY25 budget. Origination #1806. The department point of contact is Linda Gunter.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

25IFB19 Bid Tabulation

25IFB19 Recommendation Letter

Agni Enterprises, LLC Purchase Contract

1295 Form A

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2025 09:05 AM
County Judge Exec Asst.	Andrea Schiele	04/03/2025 01:43 PM
Form Started By: Sandra Malcolm		Started On: 04/01/2025 03:44 PM
Final Approval Date: 04/03/2025		

Item						
Oral Meds	Unit	Patterson	NorAmer	Agni	Rally	BI
Amantadine 100mg Tablets	tab	0.17	0.25	NB	NB	NB
Amantadine 10mg/mL Oral Syrup	oz	NB	2.3	NB	NB	NB
Amoxicillin 250mg tablets or capsules	cap	0.06	0.08	NB	NB	NB
Amoxicillin 500mg tablets or capsules	cap	0.09	0.12	NB	NB	NB
Amoxicillin Oral Suspension 50mg/mL	ml	0.46	NB	NB	NB	NB
Amoxicillin and Clavulanate 500mg/125mg tablets	tab	0.19	0.29	NB	NB	NB
Amoxicillin and Clavulanate 875mg/125mg tablets	tab	NB	0.24	NB	NB	NB
Amoxicillin Clavulonic Clavulanate, 200mg; 28.5mg;	ml	0.04	1.26	NB	NB	NB
Apoquel/Ocalcitinib 16mg tablets (or equivalent off brand)	tab	1.73	2.16	NB	NB	NB
Azithromycin 250mg tablets	tab	0.16	0.14	NB	NB	NB
Azithromycin oral suspension 200mg/5mL	ml	0.2	0.23	NB	NB	NB
Bethanecol 10mg tablets	tab	NB	0.46	NB	NB	NB
Buprenorphine 0.6mg/ml oral suspension		NB	NB	NB	NB	NB
Carprofen 100mg tablets	tab	0.32	0.8	NB	NB	NB
Carprofen 25mg tablets	tab	0.21	0.53	NB	NB	NB
Carprofen 75mg tablets	tab	0.26	0.65	NB	NB	NB
Cephalexin capsules 250mg	cap	0.07	0.06	NB	NB	NB
Cephalexin capsules 500mg	cap	0.11	0.1 invalid	NB	NB	NB
Cefpodoxime 100mg tablets	tab	0.36	0.55	NB	NB	NB
Cetirizine tablets 10mg	tab	0.02	0.03	NB	NB	NB
Clindamycin tablets, 25mg	tab	0.35	0.49	NB	NB	NB
Clindamycin oral 25mg/mL solution	ml	0.14	0.18	NB	NB	NB
Clindamycin, capsules 150mg	cap	0.08	0.09	NB	NB	NB
Clindamycin, capsules 300mg	cap	0.16	0.24	NB	NB	NB
Clonidine Tablets 0.3mg	tab	0.04	0.06	NB	NB	NB
Cyclosporine 100mg/mL oral suspension	ml	3.25	4.67	NB	NB	NB
Cytopoint 40mg		NB	NB	NB	NB	NB
Diphenhydramine 25mg (tabs or caps)	cap	0.02	0.03	NB	NB	NB
Diphenhydramine 50mg (tabs or caps)	cap	0.02	0.03	NB	NB	NB
Doxycycline 100mg tablets	tab	0.06	0.11	NB	NB	NB
Doxycycline 100mg/mL oral suspension		NB	NB	NB	NB	NB
Enrofloxacin 136mg tablets	tab	2.03	2.86	NB	NB	NB
Enrofloxacin 22.7mg tablets	tab	0.45	0.63	NB	NB	NB
Entyce oral 30mg/mL	ml	2.16	3.83	NB	NB	NB
Famciclovir 250mg tablets	tab	0.29	0.43	NB	NB	NB
Famciclovir 250mg/mL oral suspension		NB	NB	NB	NB	NB
Fluoxetine, 10mg Capsules	cap	0.02	0.03	NB	NB	NB
Fluoxetine, 20mg Capsules	cap	0.04	0.05	NB	NB	NB
Fluoxetine, 40mg Capsules	cap	0.03	0.05	NB	NB	NB
Gabapentin 100mg capsule	cap	0.02	0.04	NB	NB	NB
Gabapentin 300mg capsules	cap	0.04	0.06	NB	NB	NB
Gabapentin 400mg capsules	cap	0.04	0.06	NB	NB	NB
Gabapentin 600mg tablets	tab	0.05	0.08	NB	NB	NB
Gabapentin oral solution 100mg/ml	ml	0.11	NB	NB	NB	NB
GS for FIP treatment		NB	NB	NB	NB	NB
Lactulose oral solution, 10mg/15mL	oz	0.83	NB	NB	NB	NB
Levetiracetam 100mg/mL oral suspension	ml	0.02	0.02	NB	NB	NB
Levetiracetam 250mg tablets	tab	0.05	0.04 invalid	NB	NB	NB
Levetiracetam XR/ER 500mg tablets	tab	0.16	0.08 invalid	NB	NB	NB
Levetiracetam XR/ER 750mg tablets	tab	0.21	0.23	NB	NB	NB
Levothyroxine tablets (Thyro-Tabs), 0.5mg	tab	0.1	0.3	NB	NB	NB
Lixotinic Supplement	gal	145.15	181.44	NB	NB	NB
Maropitant Tablets 16mg	tab	2.38	NB	NB	NB	NB
Maropitant Tablets 160mg	tab	0.35	4.61	NB	NB	NB
Metoclopramide tablets 10mg	tab	0.02	10.13	NB	NB	NB
Metoclopramide tablets 5mg	tab	0.02	0.04	NB	NB	NB
Metronidazole 250mg tablets	tab	0.03	0.05	NB	NB	NB
Metronidazole 500mg tablets	tab	0.06	0.05 invalid	NB	NB	NB
Metronidazole Oral Susp 100mg/ml	ml	NB	0.25 invalid	NB	NB	NB
Mirtazapine Transdermal Ointment, 5g	g	4.78	NB	NB	NB	NB
Molnupiravir, all sizes	g	NB	3.63 invalid	NB	NB	NB
Omeprazole 20mg (tabs or caps)	cap	0.06	0.08	NB	NB	NB
Phenobarbital tabs 16.2mg		NB	NB	NB	NB	NB
Phenobarbital tabs 64.8mg		NB	NB	NB	NB	NB
Prednisolone 3mg/mL oral solution	ml	0.14	1.35	NB	NB	NB
Prednisolone 5mg tablets	tab	0.05	0.07	NB	NB	NB
Prednisone 20mg tablets	tab	0.07	0.16	NB	NB	NB
Probiotic Powder Packets, Canine (generic)	packet	0.47	0.66	NB	NB	NB
Probiotic Powder Packets, Feline (generic)	packet	0.47	0.66	NB	NB	NB
Terbinafine tabs 250mg	tab	0.11	0.37	NB	NB	NB
Terbinafine oral suspension 250mg/mL		NB	NB	NB	NB	NB
Trazodone 100mg tablets	tab	0.04	0.1	NB	NB	NB
Topicals, Opthalmics, Bandage						
Cast Padding, cotton and rayon blend, 2"x4yrds	roll	0.64	0.52	1.02	NB	NB
Cast Padding, cotton and rayon blend, 4"x4yrs	roll	1.32	0.96	2.1	NB	NB
Cast Padding, cotton and rayon blend, 6"x4yrs	roll	2.09	1.34	3.11	NB	NB
Flexwrap/Vetwrap 2"	roll	0.74	2.74	1.51	NB	NB
Chlorhexidine & Miconazole Shampoo, 1 gallon	gal	163.69	242.51	NB	NB	NB
Elastic Tape 2 inch (Elastikon or equiv)	roll	1.87	4.41	3.97	NB	NB
Enrofloxacin 0.23%/Ketoconazole 0.67%/Triamcinolone 0.1% Otic Ointment (KNT ear pack)		NB	NB	NB	NB	NB
Erythromycin Opthalmic Ointment 0.5%, 3.5g	tube	4.75	5.19	NB	NB	NB
Gentamicin 0.3% Opthalmic Solution 5ml	ml	0.46	4.52	NB	NB	NB
Ofloxacin Opthalmic	ml	2.28	5.98	NB	NB	NB
Tobramycin eye ointment	tube	19.7	4.1	NB	NB	NB
Prednisolone 1% opthalmic	ml	12.36	12.87	NB	NB	NB
NeoPolyBac antibiotic ointment opth (w/o dexamethasone) 3.5gm	tube	5.39	21.25	NB	NB	NB
Cyclosporine opth ointment (Optimune equiv) 2%, 3.5g	tube	219.42	274.28	NB	NB	NB
Lime Sulfur Dip 97.8%, 1gal	gal	NB	122.49	NB	NB	NB
Medicated mousse WITH antiseptic and antifungal	ea	17.5	22.31	NB	NB	NB
Porous Tape 1" (Zonas or equiv)	roll	1.03	1.6	1.98	1.52	NB
Silver Sulfadiazine Cream 1%	g	0.076	0.08	NB	NB	NB

Stretch Gauze, Conforming 2"	roll	0.09	0.75	0.34	NB	NB						
Stretch Gauze, Conforming 4"	roll	0.14	0.88	0.4	NB	NB						
Non-stick Sterile Pads 3x4inch		NB	0.06	0.11	NB	NB						
Non-stick Sterile Pads 2X3inch	pad	0.12	NB	NB	NB	NB						
Epi-Klean Ear Cleaner	oz	0.73	1.29	NB	NB	NB						
Mal-A-Ket Plus TrizEDTA Flush	oz	1.86	2.59	NB	NB	NB						
Injectables & Fluids & Controlled Substances												
Acepromazine injectable 10mg/mL	ml	0.5	0.63	NB	NB	NB						
Albuterol 0.083%, For inhalation	g	3.17	0.68	NB	NB	NB						
Ampicillin Sulbactam Inj 1.5g	bottle	4	8.05	NB	NB	NB						
Ampicillin Sodium Inj 1g	g	2.29	7.09	NB	NB	NB						
Atipamezole inj (generic Antisedan or Rivertidine) 5mg/mL	ml	11	32.36	NB	NB	NB						
Atropine injectble 0.54mg/ml	ml	0.23	0.35	NB	NB	NB						
Bupivocaine Inj 0.5%	ml	NB	1.32	NB	NB	NB						
Buprenorphine 0.3mg/mL injectable (5 x 1mL)		NB	NB	NB	NB	NB						
Butorphanol inj 10mg/mL	ml	3.59	NB	NB	NB	NB						
Cefazolin Inj. (1gm, 25 viles/case)	vial	0.16	0.21	NB	NB	NB						
Fentanyl patches, 25ug		NB	NB	NB	NB	NB						
Fentanyl patches, 50ug,		NB	NB	NB	NB	NB						
Fentanyl patches 75ug		NB	NB	NB	NB	NB						
Fentanyl patches 100ug		NB	NB	NB	NB	NB						
Maropitant Citrate INJ 10mg/ml	ml	11.28	14.1	NB	NB	NB						
Cefovecin INJ 80mg/mL	ml	45.74	57.18	NB	NB	NB						
Depo-Medrol inj or offbrand 40mg/mL	ml	3.99	12.04	NB	NB	NB						
Dexamethasone SP inj- 4mg/ml	ml	0.46	3.96	NB	NB	NB						
Dexmedetomidine inj (Dexdomitor equiv) 0.5mg/mL	ml	10.28	30	NB	NB	NB						
Dextrose 50% solution 500ml	ml	0.06	0.01	NB	NB	NB						
Immiticide inj (Melarsomine)	vial	54.23	70.81	NB	NB	NB						
Enrofloxacin INJ (generic to Baytril 100) 100mg/mL	ml	1	1.42	NB	NB	NB						
Epinephrine inj 1mg/ml	ml	0.65	0.82	NB	NB	NB						
Gentamycin inj 100mg/mL	ml	0.28	0.42	NB	NB	NB						
Heparin, 1,000 u/ml	ml	NB	0.65	NB	NB	NB						
Hydromorphone 2mg/ml 20ml vials		NB	NB	NB	NB	NB						
Ketamine inj 100mg/ml, 10mL		NB	NB	NB	NB	NB						
Lactated Ringers Solution - 1L bags	liter	4.82	4.04	NB	NB	NB						
Lactated Ringers Solution - 250mL bags	250ml	4.82	5.59	NB	NB	NB						
Lactated Ringers Solution - 500mL bags	500ml	4.82	7.51	NB	NB	NB						
Lactated Ringers Solution - 5L bags	5liter	27.69	25.5	NB	NB	NB						
Lidocaine 2% Inj	ml	0.03	0.06	NB	NB	NB						
Meloxicam INJ 5mg/mL (Metacam equiv)	ml	4.82	14.49	NB	NB	NB						
Metoclopramide (Reglan eqiv) INJ, 5 mg/ml	ml	NB	1.32	NB	NB	NB						
Midazolam INJ 5mg/mL (10mL, 10 vials per box)		NB	NB	NB	NB	NB						
Morphine Sulfate INJ 10mg/mL		NB	NB	NB	NB	NB						
Ondansetron inj (2mg/ml)- 20ml x 20 bottles	ml	0.15	0.17	NB	NB	NB						
Pantoprazole Inj 40mg (10/pkg)	vial	2.08	9.53	NB	NB	NB						
Pentobarbital Sodium (Fatal Plus brand), 390mg/ml		NB	NB	NB	NB	NB						
PropoFlo 10mg/mL	ml	0.89	0.98	NB	NB	NB						
Saline Irrigation Solution bottles 1000ml 12/pk	1000ml	NB	5.79	NB	NB	NB						
Sterile Water for Injection USP 250ml	250ml	3.44	5.23	NB	NB	NB						
Tiletamine & Zolazepam (Tzed) 100mg/ml		NB	NB	NB	NB	NB						
Zorbium (topical buprenorphine) 2.6-6.6lb - 10 doses		NB	NB	NB	NB	NB						
Zorbium (topical buprenorphine) 6.6-16.5lb - 10 doses		NB	NB	NB	NB	NB						
Anti-parasitics												
Advantage multi 88.1-110# 6/pk BROWN	dose	11.3	18.83	NB	NB	NB						
Capstar Feline 2-25# PINK, 11.4 mg	tab	3.98	5.9	NB	NB	NB						
Fenbendazole Oral suspension 100mg/mL	ml	0.15	0.2	NB	NB	NB						
Fenbendazole Granules 22.2%	pound	403.35	507.36	NB	NB	NB						
Ivermectin inj 1%	ml	0.23	0.59	NB	NB	NB						
Nitenpyram Generic 12mg	tab	3.98	5.93	NB	NB	NB						
Nitenpyram Generic 57mg	tab	4.13	6.22	NB	NB	NB						
Ponazuril 90mg/mL oral suspension	127g syr	268.57	NB	NB	NB	NB						
Praziquantel inj 56.8mg/ml	ml	9.69	14.76	NB	NB	NB						
Praziquantel capsules 136mg	cap	NB	22.8	NB	NB	NB						
Praziquantel capsules 30mg	cap	NB	2.7	NB	NB	NB						
Praziquantel oral suspension 150mg/ml		NB	NB	NB	NB	NB						
Pro-Heart 12 (moxidectin)	ml	48.22	76.09	NB	NB	NB						
Pyrantel Pamoate Oral Suspension 50mg/ml	oz	0.88	1.21	NB	NB	NB						
Senery (selamectin 120mg/mL)	dose	9.8	13.99	NB	NB	NB						
Simparica OR Credelio OR Nexgard ~11-22#	dose	13.01	12.76	NB	NB	16.86						
Simparica OR Credelio OR Nexgard ~22-44#	dose	14.07	13.83	NB	NB	17.33						
Simparica OR Credelio OR Nexgard ~44-88#	dose	14.48	14.25	NB	NB	17.6						
Simparica OR Credelio OR Nexgard ~88-132#	dose	14.67	14.47	NB	NB	17.78						
Vaccines												
Leptosporosis vaccine	dose	3.29	30	NB	NB	4.01						
Rabies 1yr, killed virus	dose	1.04	4.74	NB	NB	1.33						
Distemper Adenovirus Parainfluenza Parvo, Modified Live Virus	dose	2.6	NB	NB	NB	2.84						
DAPP - MLV MERCK	dose	8.53	NB	NB	NB	NB						
Bordatella, Parainfluenza and Adenovirus 2 Intranasal vaccine	dose	2.57	10.48	NB	NB	2.84						
Distemper Adenovirus Parainfluenza Parvo + LEPTO	dose	3.89	NB	NB	NB	4.58						
Feline Rhinotracheitis-Calici-Panleukopenia	dose	2.16	8.98	NB	NB	2.8						
Med Supplies												
E Collar 10cm, basic/traditional	ea	1.29	2.33	5.28	NB	NB						
E Collar 15cm, basic/traditional	ea	2.2	4.2	6.39	NB	NB						
E Collar 25cm, basic/traditional	ea	3.38	5.74	NB	NB	NB						
E Collar 30cm, basic/traditional	ea	4.35	7.89	10.12	NB	NB						
E Collar 35cm, basic/traditional	ea	NB	17.29	NB	NB	NB						
Exam Gloves-latex w/o powder ExtraLarge	ea	0.06	0.09	0.07	0.06	NB						
Exam Gloves-latex w/o powder Large	ea	0.06	0.1	0.07	0.06	NB						
Exam Gloves-latex w/o powder Med	ea	0.06	0.1	0.07	0.06	NB						
Exam Gloves-latex w/o powder Small	ea	0.06	0.07	0.07	0.06	NB						
Exam Gloves-latex w/o powder Extra Small	ea	0.06	0.07	0.07	0.06	NB						
Exam Gloves-nitrile w/o powder ExtraLarge	ea	0.05	0.12	0.06	0.05	NB						
Exam Gloves-nitrile w/o powder Large	ea	0.05	0.12	0.06	0.05	NB						
Exam Gloves-nitrile w/o powder Med	ea	0.05	0.12	0.06	0.05	NB						

Exam Gloves-nitrile w/o powder Small	ea	0.05	0.12	0.06	0.05	NB						
Exam Gloves-nitrile w/o powder Extra Small	ea	0.06	0.12	0.06	0.05	NB						
Feeding tube and urethral catheter 12FR X 16"	ea	1.55	2.36	2.07	NB	NB						
Feeding tube and urethral catheter 14FR X 16"	ea	1.55	2.36	2.1	NB	NB						
Feeding tube and urethral catheter 16FR X 16"	ea	NB	NB	NB	NB	NB						
Feeding Tube and Urethral Catheter 3.5Fr X 16"	ea	NB	2.53	2.31	NB	NB						
Feeding Tube and Urethral Catheter 5Fr X 16"	ea	1.69	2.57	2.33	NB	NB						
Feeding Tube and Urethral Catheter 8FR X 16"	ea	1.67	NB	2.31	NB	NB						
Feeding Tube and Urethral Catheter 8FR X **22"**	ea	1.67	2.53	2.31	NB	NB						
Gowns, Isolation, disposable	ea	0.89	0.6	1.43	0.74	NB						
Grimgrow Hair Clippers	ea	NB	25.7	NB	NB	NB						
IV Extension Set - T Port/T-Connector	ea	1.24	5.25	NB	NB	NB						
IV Drip Lines 80" (for SQs (cheapest option))	ea	0.96	1.67	NB	NB	NB						
IV Infusion Set 103" (OmniSet brand)	ea	1.49	2.66	NB	NB	NB						
IV Infusion set 103" (Practivet brand)	ea	2.07	NB	NB	NB	NB						
Blood Filter HemoNate with LL hub	ea	NB	12.5	NB	NB	NB						
KimWipes (pr similar offbrand)	280pk	2.98	2.62	4.88	NB	NB						
Thermometer, digital	ea	5.65	2.47	28.62	NB	NB						
Sharps Container, 2 gallon	ea	5.68	3.6	6.76	NB	NB						
Sharps Container, 18 gallon	ea	32.69	29.69	42.8	NB	NB						
Shoe Covers, disposable, no skid or anti skid	ea	0.34	0.1	0.06	0.11	NB						
Slippery Sam Tomcat Catheters 3.5Fr 11cm Open End	ea	15.69	22.31	NB	NB	NB						
Slippery Sam Tomcat Catheters 3.5Fr 11cm Closed End	ea	21.29	29.39	NB	NB	NB						
Boston Round Bottles with Yorker 0.5 oz 50 ct	ea	0.23	0.39	0.53	NB	NB						
Boston Round Bottles with Yorker 0.25 oz 50 ct	ea	0.23	0.76	NB	NB	NB						
Catheter Caps/Male Adapter Plug Luer Lock Injection Site	bag/100	0.44	1.9	NB	NB	NB						
IV Catheter, 18g X 1.25", Terumo	ea	1.53	2.19	2.15	NB	NB						
IV Catheter, 20g X 1", Terumo	ea	1.53	2.19	2.15	NB	NB						
IV Catheter, 22g X 1", Terumo	ea	1.53	2.19	2.15	NB	NB						
IV Catheter, 24g X 3/4", Terumo	ea	1.53	2.19	2.15	NB	NB						
IV Catheter, 26g X 3/4", Cardinal Health	ea	1.05	1.59	NB	NB	NB						
Cotton Balls, Medium	ea	0.009	0.01	0.01	0.005	NB						
Cotton Tipped Applicators 6" wood shaft	ea	0.006	0.05	0.23	0.007	NB						
Tongue Depressors 6"	ea	0.01	0.08	0.06	0.01	NB						
Syringes												
Needles 18g X 1.0"	ea	0.11	0.08	0.09	0.06	NB						
Needles 20g X 1.0"	ea	0.06	0.09	0.09	0.06	NB						
Needles 22g X 1.0"	ea	0.06	0.12	0.09	0.06	NB						
Insulin U-100, 0.3cc, 29g x 0.5"	ea	0.1	0.25	0.66	0.16	NB						
Syringe, 1cc (oral, no needle, leur slip)	ea	0.14	0.16	0.19	0.21	NB						
Syringe, 1cc w/needle 25g X 5/8", leur slip	ea	0.1	0.23	0.2	0.14	NB						
Syringe, 1cc w/needle 25g X 5/8", leur lock (TNR)	ea	0.19	0.27	NB	NB	NB						
Syringe, 1cc w/ needle 25g X 5/8", zero dead space	ea	0.07	0.1	0.36	NB	NB						
Syringe, 3cc w/needle leur lock, 22gX1"	ea	0.06	0.22	0.16	0.1	NB						
Syringe 3cc, no needle, slip tip	ea	0.06	0.14	0.16	NB	NB						
Syringe, no needle, slip tip, 10cc OR 6cc	ea	0.08	0.18	0.21	0.28	NB						
Syringe, 10cc no needle, leur lock	ea	0.11	0.2	0.25	0.18	NB						
syringe, 20cc OR 30cc, leur lock	ea	NB	0.64	0.77	0.33	NB						
Syringe, 60cc, leur lock	ea	NB	0.59	1.14	0.81	NB						
Syringe, 60cc, urinary catheter	ea	NB	0.36	1.14	0.81	NB						
Diagnostics												
AlphaTrak 3 Glucometer		64.75	92.5	NB	NB	NB						
AlphaTrak 3 Glucometer Test Strips		0.98	1.4	NB	NB	NB						
Azostick Reagent Strips		NB	1.87	3.34	NB	NB						
Microhematocrit Clay (Capillary Tube Sealant Tray)	ea	2.82	4.4	6.82	NB	NB						
Microhematocrit Tubes (Heparinized Capillary Tube Pre-Calibrated, Glass)	tube	0.07	0.11	0.2	NB	NB						
Urinalysis Test Reagent Strips	strip	0.14	0.4	0.65	NB	NB						
Pipette Tips, Disposable, 200ul, 96ct	ea	NB	0.08	0.04	NB	NB						
Tear Test, Schirmer	test	1.51	2.15	3.09	NB	NB						
Tests, Canine 4Dx Plus SNAP tests IDEXX		NB	NB	NB	NB	NB						
Tests, Canine Heartworm tests IDEXX		NB	NB	NB	NB	NB						
Tests, Canine Heartworm Tests Witness ZOETIS		NB	NB	NB	NB	NB						
Tests, Canine Parvovirus tests IDEXX		NB	NB	NB	NB	NB						
Tests, FIV/FELV SNAP Tests IDEXX		NB	NB	NB	NB	NB						
Tests, FELV SNAP IDEXX		NB	NB	NB	NB	NB						
VetScan Hemaclean Kit		NB	55	NB	NB	NB						
VetScan HM5 Control		NB	NB	NB	NB	NB						
VetScan HM5 Reagent Pack		NB	NB	NB	NB	NB						
VetScan Rotor Comprehensive Diagnostic		NB	799	NB	NB	NB						
VetScan Rotor T4/CHOL		NB	NB	NB	NB	NB						
Surgery Supplies												
Autoclave Indicator Tape ½ "	roll	4.11	3.6	24.3	5.25	NB						
Avagard Antiseptic Surgical Hand Antiseptic 500ml or similar off brand	ml	0.09	7.85	NB	NB	NB						
CarbO2 Lime Absorbent Granules, 5 gallon	gal	15.36	32	27.38	NB	NB						
Cautery Pens	ea	24.9	10	72.67	NB	NB						
clipper blade, #40, Andis brand Ceramic	ea	23.64	41.3	61.77	NB	NB						
Distilled Water, gallon		NB	6.31	13.03	NB	NB						
Drapes, Surgery, Disposable, 38inch x 100yrds	roll	62.75	96.5	NB	NB	NB						
Endotracheal Tubes 13.0mm cuffed	ea	8.28	11.8	33.92	NB	NB						
Endotracheal Tubes 11.0mm cuffed	ea	8.28	11.8	28.49	NB	NB						
Endotracheal Tubes 10.0mm cuffed	ea	1.06	2.8	7.17	NB	NB						
Endotracheal Tubes 9.0mm cuffed	ea	1.06	2.8	3.62	NB	NB						
Endotracheal Tubes 2.5mm cuffed	ea	6.73	6	NB	NB	NB						
Endotracheal Tubes 3.5mm cuffed	ea	1.06	2.8	7.54	NB	NB						
Endotracheal Tubes 3mm cuffed	ea	1.06	2.8	7.17	NB	NB						
Endotracheal Tubes 4.5mm cuffed	ea	1.06	2.8	7.17	NB	NB						
Endotracheal Tubes 4mm cuffed	ea	1.06	2.8	7.17	NB	NB						
Endotracheal Tubes 5.0mm cuffed	ea	1.06	2.8	3.62	NB	NB						
Endotracheal Tubes 5.5mm cuffed	ea	1.06	2.8	3.62	NB	NB						
Endotracheal Tubes 6.0mm cuffed	ea	1.06	2.8	4.47	NB	NB						
Endotracheal Tubes 6.5mm cuffed	ea	1.06	2.8	3.62	NB	NB						
Endotracheal Tubes 7.0mm cuffed	ea	1.06	2.8	6.22	NB	NB						
Endotracheal Tubes 8.0mm cuffed	ea	1.06	2.8	6.22	NB	NB						
Gauze pads 3"X3" NON-WOVEN	ea	0.0061	0.11	0.02	0.011	NB						

Gauze pads 3"X3" WOVEN	ea	0.0094	0.03	0.02	0.021	NB					
Isofluorane Inhalant, 250ml	250ml	25.8	37.5	NB	NB	NB					
Masking Tape, General Purpose, ~1"		NB	22	4.06	NB	NB					
Needle, Suture, 3/8 Circle Cut, Size 10, 12/pk	needle	0.76	1.22	1.46	NB	NB					
Needle, Suture, 3/8, Circle Cut,Size 12, 12/pk	needle	0.76	1.22	1.46	NB	NB					
Needle, Suture, 3/8, Circle Cut,Size 14, 12/pk	needle	0.76	1.22	1.46	NB	NB					
Pouches, Autoclave, Self Sealing, 3.5" X 9" or 10"	pouch	0.12	0.15	0.05	0.05	NB					
Pouches, Autoclave, Self Sealing, 5.25" X 10" or 11"	pouch	0.22	0.2	0.09	0.08	NB					
Silver Nitrate Sticks 100ct		0.21	0.25	0.59	NB	NB					
Sterile Glass Vials w/ Butyl Stoppers 30ml		NB	10	NB	NB	NB					
Stick Fast Instant CA Thin Adhesive - 4.5oz		NB	22.5	NB	NB	NB					
Surgery Gloves Size 5.5, sterile	pair	0.86	1.35	NB	0.6	NB					
Surgery Gloves Size 6.0, sterile	pair	0.86	2.57	1.08	0.6	NB					
Surgery Gloves Size 6.5, sterile	pair	0.86	2.57	1.08	0.6	NB					
Surgery Gloves Size 7.0, sterile	pair	0.86	2.57	1.08	0.6	NB					
Surgery Gloves Size 7.5, sterile	pair	0.86	1.35	1.08	0.6	NB					
Surgery Gloves Size 8.0, sterile	pair	0.86	1.35	1.08	NB	NB					
Sterile Scalpel Blade #15	blade	0.13	1.24	0.37	0.16	NB					
Tattoo Ink Green Paste	oz	8.24	13.2	32.93	NB	NB					
Chlorhexedrine Scrub 2%, gallon	gal	20.48	191.99	80.86	NB	NB					
Chlorhexedrine Solution 2%, gallon	gal	8.22	11.75	42.7	NB	NB					
Instrument Lube Milk, gallon	gal	22.56	68	NB	NB	NB					
Alcohol, Isopropyl 70%, gallon		NB	20	30.22	19.85	NB					
Betadine Solution, gallon	gal	47.93	47.58	67.65	NB	NB					
Suture											
Suture Cassette 0 absorb, monofilament, polydioxanone synth	meter	3.98	22.28	NB	NB	NB					
Suture Cassette 2-0 absorb, monofilament, polydioxanone synth	meter	3.35	22.28	NB	NB	NB					
Suture Cassette 3-0 absorb, monofilament, polydioxanone synth	meter	2.75	115.82	NB	NB	NB					
Office											
OKI Printer Toner, OKI, C710/C711, Black		NB	168.5	NB	NB	NB					

Williamson County Regional Animal Shelter
1855 SE Inner Loop
Georgetown, Texas 78626
Telephone 512-943-3322

March 4, 2025

To: **Joy Simonton/Sandra Malcolm-Purchasing**

From: Linda Gunter, Administrative Manager, Animal Services

Subject: Pharmaceuticals and Clinic Supplies for WCRAS

25IFB19

Re: Bid Evaluation

In response to Solicitation 25IFB19 five bids were received from companies desiring to provide pharmaceuticals and clinic supplies for the Williamson County Regional Animal Shelter.

The Animal Services staff, with Purchasing Department overview, reviewed the Bid Tabulation.

After reviewing the Bid Tabulation and considering the pricing and item offers, a decision was made to award this bid 25IFB19 on a per item basis to four of the five responding vendors Patterson Veterinary, North American Rescue Medical Depot, Agni Enterprises LLC and Rally, Inc. in accordance with the attached list.

Thank you,

Linda Gunter

Linda Gunter

Administrative Manager
Williamson County Regional Animal Shelter

WILLIAMSON COUNTY
PURCHASE CONTRACT FOR ANIMAL SHELTER PHARMACEUTICALS AND CLINIC SUPPLIES
Agni Enterprises, LLC
Solicitation 25IFB19

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS PURCHASE CONTRACT FOR ANIMAL SHELTER PHARMACEUTICALS AND CLINIC SUPPLIES (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Agni Enterprises, LLC** (hereinafter "Supplier"), both of which are referred to herein as the parties The County agrees to purchase and the Supplier agrees to provide veterinary pharmaceuticals and clinic supplies described herein pursuant to the following terms, conditions, and restrictions:

I.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following, by order of precedence:

A. This Contract;
B. The County's Solicitation Documents for 25IFB19 and
C. Supplier's Responsive Documents.

The County reserves the right and sole discretion to determine the controlling provisions, based on the proceeding order of precedence, where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto or incorporated by reference relating to this Contract.

II.

Effective Date and Contract Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall remain in effect for one (1) year ("Initial Contract Term"). At the end of the Initial Contract Term, the parties upon mutual agreement, shall have the option to renew this Contract for up to two (2) additional twelve (12) month terms, with the terms and conditions remaining the same.

III.

Prompt Payment Act Compliance: Payment for the goods shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; or (2) the date the Williamson County Auditor receives an invoice for the goods. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Confidentiality: Supplier expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Supplier shall not in any sense be considered a partner or joint venturer with the County, nor shall Supplier hold itself out as an agent or official representative of the County. Supplier shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Supplier or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SUPPLIER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SUPPLIER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SUPPLIER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS

INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SUPPLIER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SUPPLIER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

VIII.

Insurance: Supplier shall provide and maintain, throughout the duration of this Contract, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	**Limits of Liability**
a. Worker's Compensation	Statutory

b. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

c. Automobile Liability Insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER OCCURRENCE
Bodily injury	$500,000
Property damage	$500,000
Aggregate policy limits	$1,000,000

Supplier, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Supplier shall not be entitled to worker's compensation coverage, or any other type of insurance coverage held by the County.

Upon execution of this Contract, Supplier shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

IX.

Compliance With All Laws: Supplier agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Right to Audit: Supplier agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and

the right to examine and photocopy any and all books, documents, papers and records of Supplier which are directly pertinent to the good to be provided under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Supplier agrees that the County shall have access, no more than once per year, during normal working hours to all necessary Supplier facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Supplier reasonable advance notice of intended audits.

XIV.

No Assignment: Supplier may not assign this Contract without the prior written consent of the County.

XV.

Good Faith Clause: Supplier agrees to act in good faith in the performance of this Contract.

XVI.

Public Information: Supplier understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVII.

Damage to County Property: Supplier shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Supplier and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Supplier shall notify County in writing of any such damage within one (1) calendar day.

XVIII.

Media Releases: Supplier shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XIX.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

[SIGNATURE PAGE TO FOLLOW]

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____, 20____

Agni Enterprises, LLC:

PR Subbarayan
Authorized Signature

Subbarayan R Pochi
Printed Name

Date: 03/11, 20 25

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Mar 25 2025 Time: 3:15 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Mar 25 2025 Time: 1:44 pm

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1279667

Date Filed:
03/11/2025

Date Acknowledged:
03/11/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Agni Enterprises, LLC (dba) Head to Heels Safety Supplies
Miami, FL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

25IFB19
Animal Shelter Pharmaceuticals and Clinic Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
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Miami, FL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

25IFB19
Animal Shelter Pharmaceuticals and Clinic Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Subbarayan R Pochi, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), FL (state), 33176 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Miami Dade County, State of Florida, on the 11 day of 03 (month), 2025 (year).

PR Subbarayan

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **22.**

Meeting Date: 04/08/2025

Approval of an Addendum to the MSA #202602 for Spay and Neuter Services with Animal Balance for the Animal Shelter

Submitted For: Joy Simonton **Submitted By:** Cheryl Johnson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving an Addendum to the original contract, as approved by the Commissioner's Court on February 25, 2025, under agenda item #17, for additional costs related to the Spay and Neuter Services, performed by Animal Balance, increasing the total cap of the agreement from $35,000 to $50,000.00, and authorizing the execution of the addendum.

Background

This addendum seeks to increase the original contract #202602 cap from $35,000 to $50,000, for spay and neuter services for the Animal Shelter. The cost for the first surgery weekend was $36,500, which covered 200 surgeries, plus 15 additional surgeries at $100 each. These services will continue until the completion of the agreed clinic dates: February 28 to March 2, 2025 (first set already completed), and May 16 to 18, 2025. The funding source is 01.0546.0546.003670. The point of contact is Linda Gunter.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum

MSA

1295 form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2025 05:32 AM
County Judge Exec Asst.	Andrea Schiele	04/03/2025 11:34 AM
Form Started By: Cheryl Johnson		Started On: 04/01/2025 02:32 PM
Final Approval Date: 04/03/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

ADDENDUM TO THE MASTER SERVICES AGREEMENT WITH Animal Balance

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS ADDENDUM TO MASTER SERVICES AGREEMENT (hereinafter "Addendum") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Animal Balance** a non-profit organization (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Addendum constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Addendum include the following:

A. Original Master Services Agreement approved by Williamson County Commissioners Court on February 25, 2025 and
B. This Addendum.

II.

Approval of Additional Spay/Neuter Surgeries: The following additional spay/neuter surgeries are deemed to be in the public interest for local residents and

incorporated into this Addendum and with the following additional available funding designated as set forth below:

- 150 additional spay/neuter surgeries at the cost of $100 for each surgery;

III.

Allowable Expenses: This Amendment will change the allowable expenses to add and cover allowed additional costs with a revised total not-to-exceed amount of **Fifty Thousand Dollars ($50,000.00).**

IV.

In all other respects, the Master Services Agreement is reaffirmed.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	Animal Balance:
_____	_____
Authorized Signature	Authorized Signature
	Emma Clifford, Director of Animal Balance
_____	_____
County Judge/Presiding Officer	Printed Name
Dated: _____ _____, 20___	Dated: 4.1.25 _____, 20___

Master Services Agreement
Memorandum of
Understanding

This Master Services Agreement (the "***Agreement***") is made effective as of this 13th day of January, 2025 (the "***Effective Date***"), by and between Animal Balance (Tax ID # 68-0630714) ("***Contractor***"); and (ii) Williamson County Regional Animal Shelter ("***Partner***")

Partner Tax ID: _____. Contractor and Partner are sometimes referred to herein individually as a "***Party***" and collectively as the "***Parties***."

Background:

Whereas, Partner owns and operates a municipal government (*type of*) organization in Georgetown (*city*), Texas;(*state*).

Whereas, Contractor owns and operates a *non-profit organization* registered in *San Francisco, California*; and

Whereas, Partner desires to engage Contractor to provide an experienced high-volume, high standard veterinary medical team for spay/neuter surgeries and Contractor is ready, willing, and able to provide those services for the benefit of Partner and its business, each in accordance with the terms of this Agreement.

Now, Therefore, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, the Parties, intending to become legally bound, hereby agree as follows:

Agreement:

1. Independent Contractor Status. It is the Parties' intent that each of them, at all times, and with respect to all matters hereunder, function as and remain an independent contractor, and not an employee or officer of the other Party. No Party shall represent to third parties that it is an employee or officer of the Party.

2. Services and Duties. Contractor shall vaccinate and surgically sterilize cats and dogs, rendering them permanently sterile so they cannot reproduce and to help reduce the spread of disease. Additional details on the Contractor services and duties are located in the attached Schedule A (collectively the "***Services***").

3. Compensation

(a) ***Service Fees***. As consideration for performing the Services, Partner shall pay to Contractor "Service Fees" at the rates set forth in **Schedule B** hereto. Partner acknowledges and agrees that Partner's obligations hereunder to remit all Service Fees payable hereunder shall be absolute and unconditional under any and all circumstances, and shall be paid by the Partner to Contractor without notice or demand by Contractor and without any abatement, reduction, diminution, setoff, defense, counterclaim or recoupment whatsoever.

4. Restrictive Covenants. Partner covenants as follows:

(a) ***Non-Disparagement***. Partner agrees that it will not, during the Term or afterwards, either directly or

indirectly, disparage Contractor or any of its affiliates, owners, directors, managers, officers, employees, agents, or invitees or any of their family or friends.

5. CONFIDENTIAL INFORMATION.

(a) ***Confidential Information – In General***. Each Party acknowledges that the other Party and its affiliates have trade, business and financial secrets and other confidential and proprietary information (collectively, the "***Confidential Information***") and that during the term of this Agreement, it may receive or contribute to the Confidential Information. For purposes of this Agreement, Confidential Information shall include, with respect to the Parties (i) each Party's technology, processes, methodologies, business practices and technical information; (ii) information, lists and databases regarding the Parties, their customers, assets, suppliers, or their marketing plans, business plans, financial status, agreements, patents or trade secrets and (iii) any and all other information, documents, items or materials deemed by either Party, in its sole and exclusive discretion, as confidential or that should reasonably be understood by the other Party to be confidential at the time of such disclosure. Confidential Information includes technical information, processes and compilations of information, records, specifications and information concerning assets, and information regarding methods of doing business.

(b) ***Release of Confidential Information***. During and following the Term, each Party agrees (i) to hold Confidential Information in confidence and (ii) not to release any Confidential Information to any person, except that Contractor shall be allowed to disclose Partner Confidential Information to its contractors and/or employees as needed to complete the Services. Each Party agrees to use reasonable efforts to give the other Party notice of any and all attempts to compel disclosure of any Confidential Information, in such a manner so as to provide such Party with written notice at least five (5) days before disclosure or within one (1) business day after a Party is informed that such disclosure is being or shall be compelled, whichever is earlier. Such written notice shall include a description of the information to be disclosed, the court, government agency, or other forum through which the disclosure is sought, and the date by which the information is to be disclosed, and shall contain a copy of the subpoena, order or other process used to compel disclosure.

a.

(c) ***Return of Confidential Information***. Upon a Party's written request, the other Party will deliver to such Party all of its property and all Confidential Information in tangible form or in the non-requesting Party's possession or control. Any retention by a Party of Confidential Information following the termination of this Agreement or upon such written request from the other Party shall constitute a breach of this Agreement.

6. TERM & TERMINATION.

(a) ***Term***. This Agreement will commence on the Effective Date and will continue until completion of the Services for the agreed upon clinic dates (the "***Term***").

Clinic date(s):

2025: February 28- March 2, May 16-18

_ Address where clinic(s) will be held:

1855 SE Inner Loop, Georgetown, TX 78626

(b) ***Termination.*** Partner may terminate this Agreement at any time for any reason by providing no less than 21-days written notice in advance of a Clinic next-scheduled under the SOW. If Partner terminates this Agreement less than 21 days in advance of that next-scheduled Clinic, Contractor may deem the deposit paid for the next-scheduled Clinic forfeited and nonrefundable, in Contractor's sole discretion.

-Contractor may terminate this Agreement prior to any Services being provided by providing a 21-days written notice to the Partner, and shall refund any deposit previously paid by Partner if terminated prior to the Services, or any part of the Services, being provided.

-Upon proper termination by either Party, the Contractor shall be allowed to invoice and receive any payments paid for completed clinics or Services.

(c) ***Termination – Following Initial Term***. A non-breaching Party may also terminate this Agreement at any time in the event of a breach by the other Party of a material covenant, commitment or obligation under this Agreement that remains uncured after thirty (30) days following written notice from the non-breaching Party to the breaching party thereof. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice and cure period, without further notice or action by the non-breaching Party. Following termination, the breaching Party shall no longer have any rights under otherwise pursuant to this Agreement. Termination shall be in addition to any other remedies that may be available to the non-breaching Party.

7. PARTNER OBLIGATIONS.

(a) Partner shall provide a temperature-controlled location for the clinic for the dates agreed upon by the Parties. The location must meet the specifications for the clinic setup as set forth by AVMA guidelines and state laws, to include access to running water, team bathrooms, proper lighting, etc. The Partner shall also ensure that all permits are current and in place prior to the agreed upon clinic start dates. The Partner shall ensure that Contractor and other third parties are provided with any necessary rules, regulations, contracts, or other documents pertaining to the use of the clinic space. The Partner shall ensure that Contractor has access to the clinic space building between the hours of 7:00 AM- 7:00 PM each day of the scheduled clinic dates, as well as one (1) full day prior to the clinic start date and one (1) full day after the clinic end date, to allow for clinic set-up and breakdown.

(b) Partner shall recruit the number of local volunteers requested by the Contractor to assist with general (non-medical) clinic duties such as registration, cleaning, animal transport, etc. Partner shall ensure that Partner, Partner's employees and all local volunteers have

signed the Contractor's liability waiver, handbook and the hold harmless document prior to assisting with the client.

(c) Partner will provide the premise permit, if one is required in your state.

(d) Partner will provide a Veterinarian who holds a DEA license to purchase controlled substances. If the partner does not have a DEA licensed Veterinarian, the contractor and the partner will work together to determine how controlled substances will be managed. The DEA licensed Veterinarian will be present at the clinic.

(e) The partner will ensure that there are 40 sterile, wrapped and packed surgical packs ready for day one of the clinic, in accordance with AB's SOP. If you do not have your own packs yet, you will work with your AB Program Director to ensure AB brings 40 sterile packs.

(f) Partner shall communicate to the local volunteers that they will not have access to the surgical area and that they must follow the Contractor's instructions and rules. All volunteers under the age of eighteen (18) must be approved by Contractor, and the minor's guardian must be present at all times and must assume all responsibility for the minor volunteer.

(g) Partner shall ensure an adequate setup at the clinic site for curbside patient drop-off and pickup. Partner shall ensure there is adequate parking and traffic control at the clinic site.

(h) Partner shall provide Contractor with any publicity and social media reports for review prior to publishing. Partner shall provide Contractor and all sponsors/funders appropriate credit and acknowledgement of participation in any news or social media publications.

(i) If Partner provides microchips, Contractor shall implant microchips. Partner is responsible for registration of microchips.

(j) Partner will schedule animals using the exact template provided by the Contractor The weight limit for dogs is 80 lbs. Contractor shall not provide services to cats or dogs under 2 lbs. or eight (8) weeks of age.

(k) Partner understands that Contractor shall not provide Services for dogs with a poor body condition score, at the Contractor's sole discretion, brachycephalic dogs (including but not limited to pugs, French bulldogs, or other dogs with potentially compromised airways) or dogs over 80 lbs.

(l) Partner shall ensure that all medical paperwork is filled out and signed using the name of the animal's legal owner at the time of surgery (ex. animals in foster care are legally owned by the shelter or rescue and therefore the medical paperwork should reflect that).

(m) Partner acknowledges and understands that they are to call the designated after-hours line to talk to a Contractor representative about any postoperative concerns. Partner is responsible for disseminating the emergency care protocol provided by the Contractor to the client. If it is determined that a visit to a veterinarian is necessary, Contractor shall pay
for the initial exam only. Any additional care must be approved by the Contractor in advance. Contractor shall not be responsible for any payments unless they have been pre-approved in writing by Contractor.

(n) Partner shall introduce AB Director/Clinic Coordinator to a local vet/emergency clinic who can see any postoperative complications and adhere to AB's SOPs.

8. Breach; Limitation of Damages. If a Party breaches any of the Sections of this Agreement, the non-breaching Party shall be entitled to recover from the breaching Party any damages allowed at law, but shall not be entitled to revoke any consequential, special, exemplary, incidental or punitive damages, whether directly or indirectly incurred, or for any other losses a Party incurs out of or in connection with this Agreement, including without limitation loss of profits, loss of revenues, business interruption or other pecuniary loss, even if a Party has been advised of the possibility of such damages or loss. Notwithstanding the foregoing, each Party will have available the right to obtain from any court of competent jurisdiction an injunction restraining a breach or threatened breach and specific performance of any provision in Section 5 or 6 of this Agreement.

9. Assignment. Neither this Agreement nor any right or obligation of any Party hereunder nor interest herein may be assigned or transferred by any Party without the written consent of the other Party.

10. Indemnification by partner: USER acknowledges and agrees that under the Constitution and the laws of the State of Texas, Partner cannot enter into an agreement whereby Partner agrees to indemnify or hold harmless any other party, including but not limited to Contractor.

11. Miscellaneous.

(a) ***Amendments and Waivers***. Any term of this Agreement may be amended or waived only with the written consent of the Parties.

(b) ***Entire Agreement***. This Agreement, including any Addendums or Schedules hereto, constitutes the entire agreement of the Parties and supersedes and replaces all oral negotiations and prior writings with respect to the subject matter hereof.

(c) ***Notices***. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally, via electronic mail or by courier or overnight delivery service, or three (3) days after being deposited in the regular United States mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the Party to be notified at such Party's address or facsimile number presently known to any other Party, or as subsequently modified by written notice.

(d) ***Donations.*** Any donations received by the Partner or Contractor during the Term of this Agreement and relating to the Services provided hereunder shall be paid to Partner so long as Partner is a registered non-profit. In the event Partner is not a registered non-profit, donations shall be paid to Contractor to be used for spay/neuter services.

(e) ***Governing Law/Venue***. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Texas, without giving effect to its principles of conflict of laws. If legal action is commenced by any of the Parties with respect to the subject matter hereof, the Parties agree that the jurisdiction and venue of such action shall be in the state or federal court of competent jurisdiction located in Williamson County, Texas.

(f) ***Legal Fees; Interest***. If any dispute arises between the Parties with respect to matters covered by this Agreement, the prevailing Party in any such dispute shall be entitled to receive an award of reasonable attorney fees, expert witness fees and out-of-pocket costs incurred in connection with such dispute, in addition to any other relief to which it may be entitled.

(g) ***Severability***. If one or more provisions of this Agreement are held to be unenforceable under applicable law, then such unenforceable provision(s) shall be deemed modified so as to be enforceable (or if not subject to modification, then eliminated herefrom) for the purpose of those procedures to the extent necessary to permit the remaining provisions to be enforced.

(h) ***Counterparts***. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

(i) ***Advice of Counsel***. EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

(j) ***Compliance with Laws***. The Parties agree to abide by all federal, state or local laws, regulations, ordinances or other legal requirements in connection with the performance of the Services hereunder. In addition, at all times during this Agreement, each Party shall have in effect all licenses, permits and authorizations for all local, state, federal and foreign governmental agencies to the extent the same are necessary to the performance of the Services hereunder. No Party shall not perform any Services under this Agreement for which it does not hold all necessary licenses, permits and authorizations.

(k) ***Survival***. Notwithstanding any other provision of this Agreement to the contrary, Sections 5 and 6, and each and every provision which by its terms is intended to survive termination, shall survive the termination of this Agreement and/or the termination of any Party's rights and obligations hereunder.

(l) **Texas Prompt Payment Act Compliance**: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

(m) **County's Right to Audit**. Contractor agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that County shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Contractor reasonable advance notice of intended audits.

Schedule A - Services

Contractor shall provide spay/neuter surgeries, and may assist with other animal ailments in their sole discretion. Should the Contractor decide not to treat other ailments, they will refer the animal to a local veterinarian for further care.

Contractor shall provide an experienced high-volume, high standard veterinary medical team consisting of a minimum of two (2) veterinarians licensed in the State of Texas, one (1) clinic coordinator and two (2) to four (4) technicians, whose skill level matches customary veterinary clinic expectations.

Contractor shall work with Partner to obtain the veterinary medical supplies necessary for the target number of surgeries.

Contractor shall coordinate with the Partner to ensure that all necessary equipment is provided to safely allow Contractor to provide the Services. Contractor shall also coordinate with the Partner to organize and orchestrate the sterilization clinic so that it is efficient and safe for all humans and animals.

Contractor shall provide accurate medical records for each patient.

Contractor shall provide the Medical, Volunteer and Clinic Flow SOPs and Contractor handbook as requested in writing.

Contractor shall provide Partner with liability release waivers for any volunteers that might be assisting the Contractor and Partner.

Contractor shall be flexible and respectful as changes may occur in the situation and shall work with the Partner to solve situations as they arise and to re-evaluate strategies as needed.

No filming is allowed within the clinic. Contractor shall provide Partner with Contractor's publicity and social media guidelines, and shall provide Partner with any publicity or social media posts for review prior to publishing.

The Partner and Contractor may mutually agree if an animal needs to be euthanized per Contractor's euthanasia policy.

Schedule B - Fees

Service Fees shall be calculated as follows:

The total cost for 200 surgeries is $35,000 .
Additional surgeries above the 200 agreed upon shall be charged at $ 100 per surgery. Contractor shall provide a final invoice within five (5) business days of the clinic end date, which will include charges for any additional surgeries provided over the agreed upon amount.

The final invoice amount is owed within 10 business days of the invoice date via electronic transfer. interest.

If a partner does not pay Animal Balance for 2 consecutive clinics. Animal Balance will postpone further clinics, until payment for both outstanding invoices has been received. Any consecutive clinics will be subject to prepayment.

Alternative methods must be approved in advance of the receipt of the invoice. See bank details below:

[redacted]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR:
Animal Balance
a California nonprofit
public benefit corporation

By: _____
Emma Clifford, Founder
and Director

DATE:
1.13.2025

PARTNER:
Williamson County
Regional Animal Shelter

By: _____
Bill Gravell (Feb 25, 2025 11:44 CST)
Williamson County Judge,
Bill Gravell

DATE:
Feb 25, 2025

Agenda Item #17, CC 02.25.2025 Approval of Service Agreement for Spay and Neuter from Animal Balance for the Williamson County Regional Animal Shelter (Koren)

Final Audit Report 2025-02-25

Created:	2025-02-24
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAARn0Xjl7eG6bFnzk9oCjQpvCZfgAOJ56n

"Agenda Item #17, CC 02.25.2025 Approval of Service Agreement for Spay and Neuter from Animal Balance for the Williamson County Regional Animal Shelter (Koren)" History

Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2025-02-24 - 10:48:32 PM GMT- IP address: 107.181.62.237

Document emailed to Delia Colon (delia.colon@wilco.org) for delegation
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Document signing delegated to Bill Gravell (bgravell@wilco.org) by Delia Colon (delia.colon@wilco.org)
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Email viewed by Bill Gravell (bgravell@wilco.org)
2025-02-25 - 4:53:52 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2025-02-25 - 4:54:14 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2025-02-25 - 4:54:14 PM GMT

Powered by Adobe Acrobat Sign

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1290031

Date Filed:
04/02/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Animal Balance
Georgetown , TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Regional Animal Shelter

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202602
Low cost spay/neuter clinic

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

[redacted]

6 [redacted]

[redacted] TX, 78602, USA.
(city) (state) (zip code) (country)

[redacted]

[redacted] State of Texas, on the 2nd day of April, 2025.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
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Williamson County Regional Animal Shelter

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202602
Low cost spay/neuter clinic

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **23.**

Meeting Date: 04/08/2025

Approval of Service Contract for A3 Communications dba BryComm to Relocate Fiber at the Justice Center for Information Services

Submitted For: Joy Simonton **Submitted By:** Sandra Malcolm, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Service Agreement #2025176 between Williamson County and A3 Communications d/b/a BryComm for the relocation of fiber at the Justice Center located at 405 Martin Luther King Jr. Street for the amount of $3,558.00 and authorizing the execution of this agreement pursuant to DIR cooperative contract DIR-CPO-4777.

Background

This Service Agreement will allow BryComm to relocate fiber from the old IT room at the Justice Center to the new IT room on the second floor. All work will be scheduled for after hours. This purchase is in compliance with the purchasing policy. The funding source is 01.0100.0503.004100 for FY25. Orig #2310. This has been approved by IT, Contract Audit and General Counsel. The department's point of contact is Tammy McCulley.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

A3 Service Agreement and quote

1295 Form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2025 05:15 AM
County Judge Exec Asst.	Andrea Schiele	04/03/2025 10:29 AM
Form Started By: Sandra Malcolm		Started On: 03/14/2025 09:40 AM
Final Approval Date: 04/03/2025		

WILLIAMSON COUNTY
SERVICE AND GOODS CONTRACT

A3 Communications, Inc. dba BryComm
Proposal No. 25-0235

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **A3 Communications, Inc. dba BryComm** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes relocating Fiber from old IT Room to new room on the 2nd Floor of the Justice Center as described in the attached Proposal No. 25-0235 being marked as **Exhibit "A,"** which is incorporated herein.

Should the County choose to add services in addition to those described in **Exhibit "A,"** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Goods: Service Provider shall provide County the goods described in the attached Quote being marked as Exhibit "A," which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in Exhibit "A", such additional goods shall be described in a separate written amendment to this Contract wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods, and the County shall not be obligated to pay for any additional goods unless a written amendment to this Contract has been signed by both parties.

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before May 30, 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"**. The not-to-exceed amount shall be Three Thousand, Five Hundred Fifty-Eight Dollars and Ten Cents ($3,558.00).

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

V.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

IV.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVII.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVIII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XIX.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XXI.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting

reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXII.

Entire Contract & Incorporated Documents: Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

A. As described in the attached Proposal No. 25-0235, and being marked Exhibit "A";
B. The cooperative purchasing contract (DIR-CPO-4777) incorporated by reference; and
C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WILLIAMSON COUNTY:	A3 Communications, Inc. dba BryComm:
_____	Kevin Popejoy
Authorized Signature	Authorized Signature
_____	Kevin Popejoy, General Manager
Printed Name	Printed Name
Date: _____, 20____	Date: April 1, 20 25

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Apr 02 2025 Time: 9:33 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Apr 02 2025 Time: 8:07 am

Exhibit "A"
Proposal No. 25-0235

BRYCOMM
NETWORK CABLING | LIGHTING | A/V | SECURITY | OSP
1051 New Technology Blvd. Hutto, TX 78634
Phone: (512) 712-4008 Fax: (512) 712-4009

CUSTOMER	BRYCOMM REP
Williamson County Attn: Chris Ball Systems Engineer 737-900-5993 cball@wilco.org	Chris Gonzales Project Executive - OSP Office: 512-712-4008 Cell: 512-569-5309 chris.gonzales@brycomm.com

DATE	PROPOSAL NUMBER	DIR CONTRACT NUMBER
2/26/25	25-0235	DIR-CPO-4777

PROJECT ADDRESS	PROJECT DESCRIPTION
405 Martin Luther King Jr. St	WILCO Fiber Room Move

LABOR DESCRIPTION		QTY	UNIT OF MEASURE	LIST PRICE	ZONE 1 DISCOUNT	COST	TOTAL
ITEM #	LABOR						
UC-OSP-036	Fusion Splicing, SM Fiber	24	ea.	$50.00	$0.30	$ 35.00	$840.00
INSTALLOF FOC TT	Lead Technician	30	hr.	$160.71	$0.30	$ 75.00	$2,250.00
MGMT SVCS SPM	Sr. Project Manager	4	hr.	$150.00	$0.30	$ 105.00	$420.00
				$0.00	$0.00	0.00	-
						LABOR SUB-TOTAL:	$3,510.00

	MATERIAL DESCRIPTION	QTY	UNIT OF MEASURE	LIST PRICE	DISCOUNT	COST	TOTAL
ITEM #							
85	12 Strand Fanout Kit	2	ea	$30.00	20%	$24.00	$48.00
						MATERIAL SUB-TOTAL:	$48.00
						TOTAL:	$3,558.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1289618

Date Filed:
04/01/2025

Date Acknowledged:
04/02/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

A3Communications dba BryComm
Hutto, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025176
Justice Center Fiber Room Move

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
The Cook and Boardman Group, LLC	Winston-Salem, NC United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1289618

Date Filed:
04/01/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
A3Communications dba BryComm
Hutto, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2025176
Justice Center Fiber Room Move

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
The Cook and Boardman Group, LLC	Winston-Salem, NC United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kevin Popejoy, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), [redacted] (state), [redacted] (zip code), [redacted] (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 1st day of April (month), 2025 (year).

Kevin Popejoy 4/01/2025
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **24.**

Meeting Date: 04/08/2025

Approval of Service and Goods Contract #2025192 for renovation of fiber network cabling at Lake Creek Annex with A Communications dba BryComm for IT Department

Submitted For: Joy Simonton **Submitted By:** Barbi Hageman, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on the approval of the Service and Goods Contract #2025192 between A3 Communications dba BryComm and Williamson County for MDF/IDF renovation of fiber network cabling at Lake Creek Annex, for the amount of $60,485.02, pursuant to DIR contract #DIR-CPO-4777, and authorizing the execution of the goods and service contract, funding source is P632.

Background

The goods and service contract allows for the MDF/IDF renovation of fiber network cabling for Lake Creek Annex, located at 9500 N Lake Creek Pkwy, Austin, TX 78717, connecting the IT rooms via fiber. The contract will also add a rack system for switches, routers, patch panels, and network cables as defined in the attached proposal identified as "Exhibit A". The Funding Source is P632; 2024CIP; Task 3 for FY25. Origination #2213. The department's point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2025 06:25 AM
County Judge Exec Asst.	Andrea Schiele	04/03/2025 10:37 AM
Form Started By: Barbi Hageman		Started On: 04/01/2025 12:01 PM
Final Approval Date: 04/03/2025		

WILLIAMSON COUNTY
SERVICE AND GOODS CONTRACT

A3 Communications, Inc. dba BryComm
Proposal No. 25-0212
Lake Creek Annex – Communications Rooms Demo and Rebuild & Fiber Backbone

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **A3 Communications, Inc. dba BryComm** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes MDF/IDF renovations for Lake Creek Annex, connecting the IT rooms via fiber networking cabling installation services of telecommunication equipment, electrical equipment, cables, wires, and communication and media related services as described in the attached Proposal No. 25-0212 being marked as **Exhibit "A,"** which is incorporated herein.

Should the County choose to add services in addition to those described in **Exhibit "A,"** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Goods: Service Provider shall provide County the goods described in the attached Quote being marked as Exhibit "A," which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in Exhibit "A", such additional goods shall be described in a separate written amendment to this Contract wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods, and the County shall not be obligated to pay for any additional goods unless a written amendment to this Contract has been signed by both parties.

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before May 22, 2026, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"** and in accordance with COOP contract number DIR-CPO-4777. The not-to-exceed amount shall be Sixty Thousand, Four Hundred Eighty-Five Dollars and Two Cents ($60,485.02).

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

V.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

IV.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVII.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVIII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XIX.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XXI.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting

reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXII.

Entire Contract & Incorporated Documents: Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

A. As described in the attached Proposal No. 25-0212, marked **Exhibit "A"**;
B. The cooperative purchasing contract (DIR-CPO-4777) incorporated by reference; and
C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WILLIAMSON COUNTY:	A3 Communications, Inc. dba BryComm:
_____	Kevin Popejoy
Authorized Signature	Authorized Signature
_____	Kevin Popejoy
Printed Name	Printed Name
Date: _____, 20____	Date: March 28th, 2025

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Mar 31 2025 Time: 2:27 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Mar 31 2025 Time: 8:39 am

Exhibit "A"
Proposal No. 25-0212

BRYCOMM
NETWORK CABLING | LIGHTING | A/V | SECURITY | OSP

Williamson County, TX
Bid ID: 25-0212

A Proposal For

THE STATE OF TEXAS
WILLIAMSON COUNTY

Project Description

Division 27 – Communications Rooms Demo and Rebuild & Fiber Backbone

Revision 01

DIR # DIR-CPO-4777

Prepared by:
Tyler Toppenberg
T.Toppenberg@brycomm.com
O: 512-712-4008
Date: March 5, 2025

Submit Contracts & PO's to: orders@brycomm.com

We appreciate your interest in our services and thank you for the chance to offer the following proposal for this project. Our proposal incorporates the following:

Project Name: WILCO Area 51 Phase 1 **Bid ID:** 25-0212
Scope of Work: Structured Cabling – Division 27
Contact: C. Ball **Title:** WILCO **Email:** cball@wilco.org

I. DOCUMENTS

Drawings: Architectural Layout Drawings Provided by WILCO

II. SCOPE OF WORK

Pathways

1. Provide and install a j-hook cable support system for backbone fiber.
    a. J-hooks shall have a 90-degree radius edge to prevent damage while installing cables.
    b. J-hooks shall be directly attached to walls, hanger rods, etc., to meet job conditions.

Communications Equipment Room Fittings

1. Provide and install racks and all associated hardware for the MDF and IDF per discussions with WILCO.
    a. MDF B162:
        i. **2** – 2-Post Equipment Racks
        ii. **3** – 8" Double-sided Vertical Wire Managers
    b. IDF E122A:
        i. **2** – 2-Post Equipment Racks
        ii. **3** – 6" Double-sided Vertical Wire Managers
2. Provide and install 18" ladder rack and all associated hardware per discussions with WILCO.
3. Demolish all wall equipment, ladder rack, and post racks from the existing MDF B162.
4. Demolish all ladder rack and post racks from the existing IDF E122A.
5. Demolish existing Category cabling throughout the building.
6. ***The intent here is to demolish the existing MDF and IDF and rebuild as new in the same locations.***

Communications Backbone Cabling

1. Provide and install a 24 Strand OM4 plenum armored fiber from the new MDF B162 to the new IDF E122A.
    a. LC pigtails will be fusion spliced on each end of fiber.

Grounding and Bonding Communications Systems

1. Bonding of all racks and ladder rack will be a minimum #6 AWG green-insulated stranded copper wire. Connectors shall be a copper alloy material and two-hole, double-crimp compression lug type at all connecting ends as indicated per specifications.

Exclusions

1. Core drilling, EZ-Paths installs, wire-mold, conduit (EMT), conduit (EMT) sleeves, poke-thru or other penetrations. As well as new pathways inside and outside (conduit), digging or trenching, or setting of new poles.
2. Labor, materials, or installation of Main building ground system, such as 750 KCMIL Ground Conductor including TBB, and ground from electrical distribution panels to MDF and IDFs.
3. Data communications hardware such as switches/routers/phones/UPSs/PDUs, and programming or configuration of data communications hardware.
4. Category cabling, horizontal cabling, or backbone copper cabling.
5. Any electrical power receptacles, carpentry, demolition, patching, refinishing, and relocation are excluded.
6. Any other hardware, labor or other materials that is not described in this Scope of Work, is excluded from this proposal. If this raises an issue, please make BryComm aware so that we may revise our proposal accordingly.

Clarifications

1. Testing, labeling and documentation of the entire installation will be provided upon completion.
2. An extended manufacturer warranty from the specified manufacturer will be provided upon completion.
3. Installation of all cabling will meet *ANSI/TIA 568-D* requirements and BICSI best practices.
4. Prevailing wage rates are included in this proposal.
5. BryComm to require (15) working days to review, process, and return all customer issued contracts.
6. All work will be performed Monday through Friday, excluding holidays, during regular normal working hours. BryComm assumes there are no abnormal environmental or hazardous conditions on the premises, which would require extraordinary safety and/or regulatory functions, activities, permits or certifications for BryComm to perform the required work.
7. BryComm is not responsible for work stoppages that will impact the project schedule created by longer than usual material lead times.
8. If materials are not available at time of ordering, BryComm is not responsible for any price increases that are directly impacted by minimum order quantities by the manufacturers and will impact the pricing shown on this proposal.
9. Unless indicated otherwise, this proposal is based on the receipt of a single contract (source of funding) and/or will not require additional budgetary breakouts by BryComm not already indicated herein. Any deviation from this may result in additional administrative costs in the form of a change order to the project.
10. Due to rapidly fluctuating prices, Manufacturer Quotes, and availability of materials, pricing in this proposal is valid for a period of 30 days from the date of the proposal.

III. PRICING SUMMARY

Scope of Work		Cost	
270000	Structured Cabling	$	60,485.02
	Total	$	60,485.02

Thank you for the opportunity and feel free to contact me if you have any questions or concerns.

Tyler Toppenberg
Business Development Manager
1051 New Technology Blvd
Hutto, TX 78634
Email: ttoppenberg@brycomm.com
Office: 512-712-4008

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1287801

Date Filed:
03/27/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
A3Communications dba BryComm
Hutto, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2025192
MDF/IDF Renovation for Lake Creek Annex

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
The Cook and Boardman Group, LLC	Winston-Salem, NC United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is [redacted], and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), [redacted] (state), [redacted] (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 27th day of March (month), 2025 (year).

Kevin Popejoy
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1287801

Date Filed:
03/27/2025

Date Acknowledged:
03/28/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

A3Communications dba BryComm
Hutto, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025192
MDF/IDF Renovation for Lake Creek Annex

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
The Cook and Boardman Group, LLC	Winston-Salem, NC United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **25.**

Meeting Date: 04/08/2025

Service Contract for Radio Tower Site Support with Mission Critical Partners, LLC

Submitted For: Joy Simonton **Submitted By:** Koren Shannon, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action approving the service contract #2025197 between Williamson County and Mission Critical Partners, LLC for radio tower site support as per HGACBUY contract #HP08-21, in the amount of $33,610.00, and authorize execution of the agreement. Funded under project P633.

Background

The approval of the service contract will support Williamson County's Information Systems department with radio tower site support. The service contract allows Mission Critical Partners to assist with tower site identification and validation, such as, evaluating potential sites for radio towers and addressing service gaps, and evaluating the height/type in order to determine how much land will be required for the radio towers. Williamson County seeks to add five (5) new tower sites to the existing land mobile radio network. Once the candidate sites have been selected, Mission Critical Partners will evaluate site construction feasibility, including zoning requirements, permitting requirements, site access requirements, and availability of utility access. The service contract will be in place until the project has reached completion. The funding source is Project Code: P633; 2024CIP; Task 3, in the amount of $33,610.00. Orig #2381. Department point of contact is Janessa Stephens.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mission Critical Partners Service Contract

1295 Form Redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/02/2025 03:16 PM
County Judge Exec Asst.	Andrea Schiele	04/02/2025 03:50 PM
Form Started By: Koren Shannon		Started On: 04/01/2025 09:15 AM
Final Approval Date: 04/02/2025		

WILLIAMSON COUNTY
SERVICE AND GOODS CONTRACT

Mission Critical Partners, LLC
Proposal Dated March 25, 2025

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Mission Critical Partners, LLC** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include evaluating potential sites for new radio towers as funded under project P633 and as described in the attached Proposal dated March 25, 2025 being marked as **Exhibit "A,"** which is incorporated herein.

Should the County choose to add services in addition to those described in **Exhibit "A,"** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Goods: Service Provider shall provide County the goods described in the attached Quote being marked as Exhibit "A," which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in Exhibit "A", such additional goods shall be described in a separate written amendment to this Contract wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods, and the County shall not be obligated to pay for any additional goods unless a written amendment to this Contract has been signed by both parties.

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before July 31, 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"** and in accordance with COOP HGACBUY contract number HP08-21. The not-to-exceed amount shall be Thirty-Three Thousand, Six Hundred and Ten Dollars ($33,610.00).

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

V.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE,

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

IV.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVII.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVIII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XIX.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XXI.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting

reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXII.

Entire Contract & Incorporated Documents: Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

A. As described in the attached Proposal dated March 25, 2025, marked **Exhibit "A"**;
B. The cooperative purchasing contract HGACBUY #HP08-21 incorporated by reference; and
C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WILLIAMSON COUNTY:	Mission Critical Partners, LLC:
_____	_____
Authorized Signature	Authorized Signature
_____	John L. Spearly, Director of Contract Administration
Printed Name	Printed Name
Date: _____, 20____	Date: March 31, 2025

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Mar 31 2025 Time: 5:56 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Mar 31 2025 Time: 9:20 am

Exhibit "A"
Proposal Dated March 25, 2025

Proposal

Radio Tower Site Identification and Validation

March 25, 2025

Williamson County, Texas

MissionCriticalPartners

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Introduction Letter

March 25, 2025

Janessa Stephens
Public Safety Technology Director
Williamson County
911 Tracy Chambers Lane
Georgetown, TX 78626

Re: Proposal for Radio Communication Tower Site Support

Dear Ms. Stephens:

Mission Critical Partners, LLC (MCP) appreciates the opportunity to provide a proposal to Williamson County (County) to assist with the identification and evaluation of suitable locations for three new radio tower sites, plus the evaluation of the locations of two other sites whose locations are already proposed.

MCP is prepared to serve the County by assisting you with achieving optimal delivery of emergency communications services—**because the mission matters.** If you have any questions regarding the information submitted, please contact me at 864.809.9911, or via email at DavidJones@MissionCriticalPartners.com.

On behalf of our entire team, we stand behind Williamson County to serve as your partner and your advocate.

Sincerely,

Mission Critical Partners, LLC

David F. Jones, ENP
Senior Vice President

Statement of Services

Project Understanding

Mission Critical Partners® (MCP) understands that Williamson County (County) has identified the need to obtain a professional services consulting firm to assist the County with tower site development. MCP understands the County needs to add five new tower sites to the existing land mobile radio network. The County is requesting MCP's services to assist with tower site identification and validation. Additional services associated with radio tower procurement and construction oversight are included as options.

Scope of Work

Task 1: Project Initiation

MCP will conduct a project initiation meeting with the project team and stakeholder representatives to:

- Discuss project schedule
- Clarify roles
- Review and confirm the desired outcomes, deliverables, and timeline
- Collect relevant technical information about the specific site, location, tower loading requirements, compound size, backup power requirements, grounding, and site security requirements

Initiation Meeting Review

- *Schedules and deliverables*
- *Project budget*
- *Review existing documentation*

Task 2: Tower Site Identification and Validation

MCP will work with County staff to identify locations suitable for the placement of three additional towers to best support the County's land mobile radio (LMR) network. MCP will use our radio frequency (RF) propagation tool, EDX Signal Pro, to perform coverage modeling of the system to identify the areas that need enhanced coverage.

MCP will first and foremost model coverage for the existing system, and identify the specific areas where improved radio coverage is desired. Based on these areas, MCP will identify search rings where radio sites could be placed that would fill the coverage gaps. MCP will work with the County to identify any County-owned land that may be suitable for radio site placement, and alternate properties if there is not suitable County-owned land. Coverage will be evaluated for each candidate location.

MCP will conduct a virtual coverage workshop with the County to review the candidate radio sites and the associated coverage maps. MCP will collectively work with the County to determine which sites to construct.

Once the candidate sites have been selected, MCP will evaluate site construction feasibility, including zoning requirements, permitting requirements, site access requirements, and availability of utility access. MCP will conduct up to five in-person visits to the locations to examine the sites.

MCP will also conduct site visits at the two locations already identified by the County for the other two new towers to assess site suitability. MCP will use EDX Signal Pro, along with our microwave tool, Micropath Pathanal, to determine the necessary antenna height requirements which will drive the minimum radio tower heights.

Task 3: Tower Design and Procurement (Optional)

MCP will support the development of requests for proposals (RFPs) for the two new towers and support the procurement process.

MCP has extensive experience in developing and reviewing RFPs that result in a solution that provides flexibility to ensure all the needs of the County are met. MCP will use our experience and knowledge of the County to fully support the drafting phase of the RFP, including:

- Provide technical assistance for reviewing and analyzing the RFP
- Provide technical expertise in developing and drafting the RFP

Task 3.1: Tower Design and Budgetary Estimates

MCP will perform the following tasks to determine the appropriate tower design and budgetary estimates:

1. **Preliminary engineering review including coverage modeling and microwave path analysis:** This will allow MCP to confirm the radio tower heights that will meet the County's coverage requirements and provide reliable microwave connectivity to the neighboring towers.
2. **Preliminary tower loading drawing:** MCP will develop a preliminary tower loading schedule to include the current antenna systems plus additional antennas projected for future loading. This will determine the tower elevations available for each antenna system, account for the future growth of the tower, and enable the tower to be built with sufficient loading to account for future loading. The drawings will be included in the tower vendor RFP.
3. **Preliminary compound layout:** MCP will provide preliminary site drawings that depict the compound, tower location, shelter location, and generator/fuel tank location. This will be utilized for identifying the location of the preliminary geotechnical study and for use in the tower vendor RFP.
4. **Review of local zoning requirements:** This will provide the applicable tower restrictions based on the land zoning classification regarding tower heights, setbacks from structures, or any other limitations. The process for zoning exemptions will be reviewed. This information will help determine risks that can be anticipated during the tower approval process, and if a tower design could be accomplished that complies with zoning requirements to avoid seeking an exemption.
5. **Review of wetland and floodplain maps:** Locating radio towers in areas designated as wetlands or floodplains can introduce additional mitigation costs for constructing radio towers. MCP will make the initial determination so that any appropriate mitigation tasks can be included in an RFP for tower vendors. This will limit the potential for change orders.
6. **Budgetary estimates:** MCP understands that the County has received budgetary estimates for tower construction at various heights. MCP will review the estimates and provide revisions as necessary based on recent tower proposals and the specific scope that the new tower will require.

Task 3.2: RFP Development and Procurement

MCP will complete a comprehensive RFP to solicit bids for radio tower construction. The RFP will be structured to solicit turn-key proposals from radio tower integrators to include all applicable systems including the following:

- Radio tower and site compound architecture and engineering drawings appropriate for permit submittal

- All applicable local, state, and federal approvals—i.e., National Environmental Policy Act (NEPA)/State Historical Preservation Office (SHPO)
- General contracting for compound development
- Raised shelter platform (if required)
- Tower and shelter foundation design and installation
- Shelter purchase, delivery, and installation
- Tower purchase and installation
- Generator purchase, installation, and testing
- Radio shelter electrical distribution
- Site grounding systems per industry standards or Motorola R56® standards if public safety would be potentially added in the future

The RFP will be designed to place responsibilities for project risks on the selected vendor to mitigate the potential for change orders. Please note that the installation of radio and microwave equipment in the new shelter will need to be contracted separately.

Project Team

With more than 220 staff members, MCP's specialized professionals are integral members of our team:

MCP's Specialized Professionals	
• Former public safety managers • Radio wireless and communication specialists • Professional Engineers • Technology, forensic, and policy specialists • Operations and training specialists	• Emergency Number Professionals (ENP) • Project Management Professionals (PMP) • Crisis communications experts • Former law enforcement, fire, and EMS • PSAP operations and sustainability specialists

The following figure identifies the key team members we plan to assign to this important project.

Organizational Chart

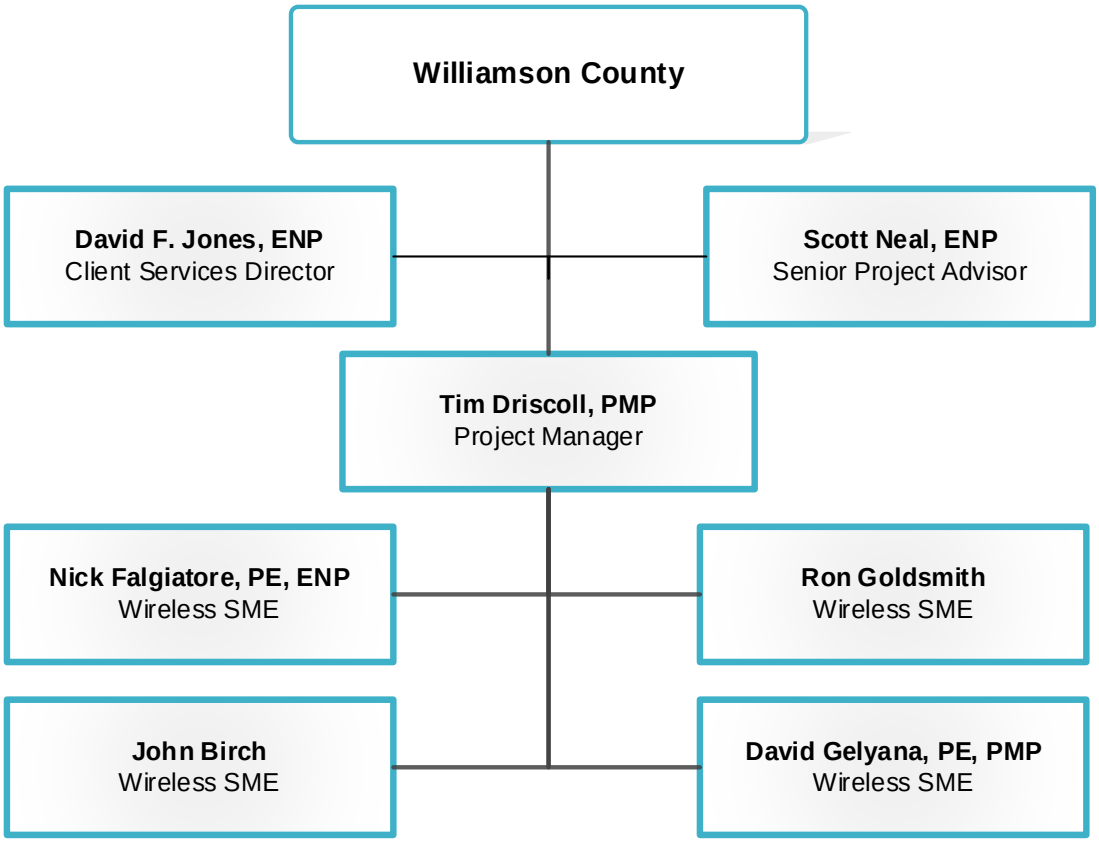


Figure 1: Project Team

Each team member brings a unique skill set and depth of experience in consolidations, but additional resources and subject-matter experts are available also—because we are a full-service firm focused on all aspects of public safety communications.

Resumes

Resumes highlighting our qualifications and experience are included on the following pages.

David F. Jones, ENP

Co-Founder, Senior Vice President of Strategic Accounts, Mission Critical Partners

David provides executive-level consultative services and expertise on matters related to NG911, government affairs, public policy and legislation. He is an internationally known subject-matter expert on 911, NG911 and emergency services. He has advocated for emergency services-related issues throughout North America, as well as in Asia, South America and Europe. While serving as NENA's president, he testified before the U.S. Senate Commerce Committee on issues on 911 and next generation telecommunications networks. David was among the first in the nation to be certified as an ENP and has decades of experience in the public sector having administered, directed, managed and operated emergency service agencies and 911 departments. Areas of specialization include:

- Client management ensuring client expectations are met for success
- Program management support and executive-level consultative services

Representative Experience

State/Regional Experience

- Arizona—FirstNet-related support, NG911 planning and implementation, executive-level support
- 911 Association of Central Oklahoma Governments (911 ACOG)—NG911 design, acquisition and deployment
- California—Leadership development/NG911 training
- Kansas—NG911 support
- Michigan—Public safety broadband
- Minnesota—Statewide 911 implementation, technology support and procurement support
- Nebraska Public Service Commission—NG911 study, professional general consulting
- New Mexico—NG911 planning and implementation support
- Oklahoma—NG911 support
- Tennessee Emergency Communications Board (TECB)—Technology consulting
- Texas—ESInet facilitation for the Commission on State Emergency Communications; applications development for the Department of Public Safety; and new state EOC and headquarters campus for the Texas Division of Emergency Management
- North Central Texas Council of Governments (NCTCOG)—911 master planning, executive mentoring, GIS assessment, NG911 implementation and PSAP feasibility study
- Lower Rio Grande Valley Development Council, TX—NG911 migration support

City/County Experience

- Horry County, SC—911, NG911 and radio support
- Shelby County, TN, Emergency Communications District—CAD consulting, automatic vehicle location (AVL) procurement assistance and radio procurement for the Memphis Police Department
- Charleston County, SC—Public safety system review and ESInet
- Calhoun and Talladega counties, AL—Radio system governance and related legislation
- Tarrant County, TX—911 District customer premises equipment (CPE) review and implementation and Regional Interoperability Communications Committee (RICC) study
- Dallas, TX—NG911 system planning/911 CPE replacement; LMR system implementation
- Houston, TX—CAD replacement
- Spartanburg County, SC—Director, Emergency Services—911, Emergency Management Agency, Fire Marshal and Emergency Services Training Academy

Industry Experience

40 years

Education

B.A., Political Science, Wichita State University, KS

Certifications

Emergency Number Professional (ENP)

Associations

National Emergency Number Association (NENA)

NENA, President, 2005-2006; Executive Board, 2001-2007

Association of Public-Safety Communications Officials (APCO)

Industry Council for Emergency Response Technologies (iCERT) Executive and Policy Committee

Awards

"Order of the Palmetto," by South Carolina Governor, October 2005. Highest civilian award in the State for "efforts to improve emergency services and communications"

Scott A. Neal, ENP

Senior Vice President, Wireless and Court Technology Systems, Mission Critical Partners

Scott brings more than three decades of emergency communications experience to MCP. Scott retired after completing a 28-year career with the Pennsylvania State Police (PSP) retiring as a Major in charge of the Bureau of Communications and Information Services. In that capacity, he was responsible for the operation and maintenance of the Pennsylvania Statewide Radio Network (PA-STARNet) and the administration of the Commonwealth Law Enforcement Assistance Network (CLEAN), as well as security responsibilities related to the FBI's Criminal Justice Information Services (CJIS) Security Policy. Scott also served as the governor-appointed single point of contact for the Commonwealth of Pennsylvania for the planning efforts of FirstNet's Nationwide Public Safety Broadband Network (NPSBN) from 2012–2015.

Since joining MCP in 2015, he has served as client manager as well as project manager on multiple projects and was the lead consultant supporting multiple states in the planning effort for the NPSBN. Scott currently serves as a Senior Vice President overseeing the Wireless Communications, Court Technology, and Biometrics and Repositories teams.

Representative Experience

State/Regional Experience

- Nationwide Public Safety Broadband Network Planning (NPSBN) activities—Served as Project Lead
  - Arizona
  - Michigan
  - Missouri
  - New Hampshire
  - New Jersey
  - Pennsylvania
- Arizona—FirstNet consulting services
  - Data collection/analysis, education and outreach and conduct of band 14 technology exercise for the planning of the NPSBN
  - Project manager for the development and delivery of an RFP to explore potential public/private partnerships in a FirstNet "opt-out" scenario
- Arizona—Statewide broadband strategic planning, microwave network planning and design; Statewide Radio Request for Information
- Arizona—Northern Microwave Loop upgrade
- Massachusetts—Statewide LMR system (CoMIRS) assessment, conceptual design, RFP development and implementation support for the Massachusetts State Police
- New Hampshire—Radio system assessment, upgrade and RFP development
- Rhode Island—Statewide radio system assessment
- Pennsylvania—Statewide coverage survey and analysis for the Pennsylvania Statewide Radio Network (PA-STARNet)

City/County Experience

- Memphis/Shelby County, TN—Radio system assessment and RFP development
  - Broadband Planning—Jefferson, Elk, Clearfield Counties, PA; Northern York County Regional Police Department
- Gallatin County, MT—Radio system upgrade support
- Fayette County, GA—Radio system upgrade support
- West Central Emergency Telephone Services Board (ETSB), IL—Radio system assessment and RFP development

Industry Experience

38 years

Education

107th Administrative Officers' Course (AOC) of the Southern Police Institute, University of Louisville, KY

Certifications

Emergency Number Professional (ENP)

Incident Command Training (ICS 100/200/300/400/500/700/800)

Associations

National Emergency Number Association (NENA)

Association of Public-Safety Communications Officials (APCO)

International Association of Chiefs of Police (IACP)

Pennsylvania Chiefs of Police Association

Fraternal Order of Police (FOP)

Timothy Driscoll, PMP

Senior Project Manager, Mission Critical Partners

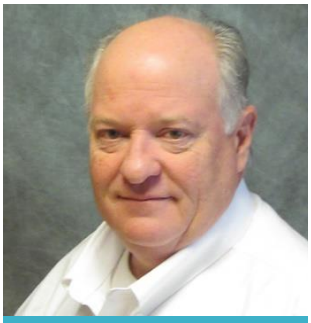
Tim is responsible for assisting clients in developing and implementing wireless voice and data communication systems. His experience in the implementation of these systems is from inception to final system acceptance, and his experience in the maintenance of these systems has provided him with the skills to complete all projects while exceeding client expectations.

Tim has been responsible for evaluating radio system coverage, capacity and the general state of radio systems used primarily in the public safety arena of operations. He has evaluated and developed improvements in large bi-directional amplifier (BDA) systems, such as those used in nuclear power plants and large manufacturing facilities. He is familiar with several different dispatch console and fire station alerting systems. Tim has worked with many clients in developing radio shop staffing, service provision evaluations, and radio service and equipment repair tracking systems.

Representative Experience

City/County Experience

- Cities of Garland and Mesquite, TX
  - Developed, procured, and implemented a four-city nine-sites, P25 Phase 2 time-division multiple access (TDMA) trunked radio system with 4,000 radio users.
  - Supported needs assessment, development of system alternatives and cost estimates and development of a competitive RFP.
  - Evaluated proposals from vendors and assisted the city's team in vendor selection, contract negotiations and system implementation.
  - Evaluated the city's radio service center and made recommendations for staffing, test equipment and process modifications for servicing the new system internally.
- Collin County, TX
  - Implemented a shared multi-city, nine-site, P25 Phase 2 TDMA trunked radio system with 2,000 radio users.
  - Performed site inspections and provided oversight of punch list resolution.
  - Developed and implemented a communication center supporting operations and numerous outside agencies throughout the County.
- Greenville, TX
  - Evaluated two competitive 800 MHz, three-site, simulcast P25 Phase 2 TDMA trunked radio system proposals for replacement of UHF and VHF conventional systems.
  - Supported vendor oral presentations and best and final offers; worked closely with the proposal evaluation committee to finalize the evaluation process.
- North Central Texas Council of Governments (NCTCOG), TX
  - Completed Part 1 of the Radio Interoperability Communications Plan
- Highland Park and University Park, TX (Park Cities)
  - Performed a radio system needs assessment for both Park Cities
  - Modified vendor proposal to meet needs identified in the needs assessment.
  - Assisted in the development of Interlocal Agreements with the switch owner and between each of the Park Cities
  - Orchestrated implementation of a 700 MHz, three-site simulcast system that included three dispatch sites; provided implementation oversight and participated in system acceptance testing



Industry Experience

37 years

Education

B.S., Electrical Engineering, Kennedy-Western University, WY

Associate Degree, Electrical Engineering, National Institute of Technology

Certifications

Project Management Professional (PMP)

Nicholas Falgiatore, PE, ENP

Manager, Wireless Services, Mission Critical Partners

Nick is a professional engineer and wireless specialist who has served more than 50 public safety clients ranging in size from small municipalities to state agencies. His experience encompasses all aspects of public safety communications systems implementation. Nick has supported P25 system implementations from all major equipment vendors. He is at the forefront of public safety broadband, contributing to expert panels and publications on the topic. His expertise includes radio systems design, system acceptance testing, FCC licensing, propagation modeling, interoperability planning, data gathering, P25 subscriber certification, coverage testing and site assessments. He also serves as the Enterprise Client Manager and Engineering Group Lead for the Wireless Communications Services team.

Areas of Specialization

- Recommend radio system technologies; perform assessments of radio systems and develop conceptual trunked and conventional system designs and cost estimates
- Develop radio system specifications, conduct competitive procurements, and provide support through the implementation of radio and wireless systems
- Develop/update strategic statewide and tactical interoperability communications plans
- Perform propagation studies to model radio system coverage and interference
- Develop radio system VHF, UHF, and 700/800 MHz frequency plans

Representative Experience

Federal Experience

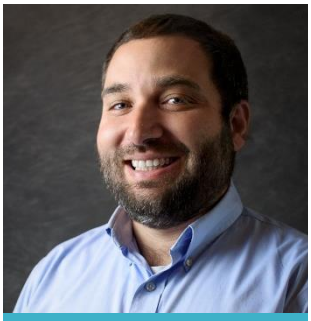
- U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)—Chemical Stockpile Emergency Preparedness Program (CSEPP) radio systems needs assessments and coverage modeling

State/Regional Experience

- Missouri—Statewide P25 VHF trunking system implementation, FirstNet support in data collection, outreach and education, consultation and the Statewide Communication Interoperability Plan (SCIP) update
- Michigan—National Public Safety Broadband Network (NPSBN) planning activities
- Southeastern Pennsylvania Regional Task Force (SEPA-RTF)—Regional Inter-RF Sub-System Interface (ISSI) and interoperability assessment
- Northern Virginia Emergency Response System (National Capital Region)—ISSI assessment

City/County Experience

- Broward County, FL—Radio system needs assessment, procurement, implementation and FCC licensing
- Okaloosa County, FL—Radio system analysis and procurement for P25 Phase II system
- Lawrence County, PA—Radio system needs assessment, FCC licensing procurement and implementation for the P25 Phase II system
- Montgomery County, PA—Radio system needs assessment, procurement and FCC licensing support for the 30-site P25 Phase II system
- Butler County, PA—Radio system needs assessment, procurement and implementation for the P25 Phase II system
- Southwest Florida International Airport—RF system interference analysis/antenna design



Industry Experience

17 years

Education

M.S., Electrical Engineering, B.S., Electrical Engineering, Univ. of Central Florida

Licenses/ Certifications

Professional Engineer, Florida, Tennessee, North Carolina

Emergency Number Professional (ENP)

Associations

National Emergency Number Association (NENA)

Association of Public-Safety Communications Officials (APCO)

Awards

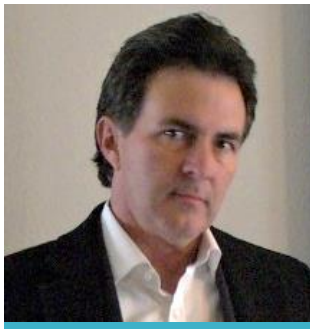
2020 IWCE Leader of the Year finalist. Showcases outstanding leadership in critical communications

2017 IWCE Young Professionals Awards list. Showcases leaders in the communications technology industry

Ronald R. Goldsmith

Senior Project Manager, Mission Critical Partners

Ron has worked in the wireless communications industry throughout his career. He is a public safety communications specialist with many years of experience in governance, planning, design, procurement, site acquisition and implementation. His proven leadership and specialized knowledge meet and exceed clients' needs. Ron's capacity as manager of a large regional trunked radio system and former system technologist for Motorola has been gained by working with public safety committees and boards, providing consulting services at city, county, state and federal levels. Additionally, Ron has expertise in outdoor warning systems, audio propagation mapping tools and bi-directional amplifiers/distributed antenna systems (BDAs/DASs).



Representative Experience

Public Sector Experience

- CPS Energy—Served as a consultant for the acquisition, operation and implementation of a new multi-agency, 28-site P25 regional communications network, BDA installation and remediation, consoles, logging recorders, site civil reviews, coverage testing and fleet map development
- Pensacola Christian College, FL—Provided installation/project management of warning system to campus-wide fire alarm network
- Fort Lauderdale International Airport—Tested and oversaw the design, permitting and installation of a large BDA/DAS in an airport terminal

City/County Experience

- Plano, TX
  - Created a consortium of large cities to build, manage and maintain a shared P25 radio network
  - Performed site acquisition and civil construction of multiple radio sites, including regulatory work
  - Designed and implemented coverage testing plans
  - Developed outdoor warning systems in multiple jurisdictions, including site acquisition and site placement, civils and construction
  - Led the building, staffing, budgeting and oversight of the Radio Communications facility
  - Developed RFPs for fire station alerting system designs, acquisition, and installation
  - Supported logging recorder acquisition and implementation
- Leon County, TX—Serving as project manager for the P25 system
  - Led the purchase and installation of new dispatch equipment and transition to operation
  - Identified optimum locations and constructed new radio tower sites
  - Developed an RFP for radio tower acquisition
  - Managed tower site construction project
- Rockwall County, TX—Managed the Phase 3 cutover and customer acceptance of the new P25 countywide radio network
- Beverly Hills, CA—Developing audio coverage maps; working with the customer to develop site placement and requirements
- Malibu, CA—Provided technical support for outdoor siren alerting and warning system feasibility study

Industry Experience

41 years

Education

Engineering, University of Texas at Arlington

McLennan Community College

Certifications

Citizens Broadband Radio Service (CBRS) Certified Regional Installer (CPI)

Criminal Justice Information Services

General Radio Telephone Operator License (GROL)

Occupational Safety and Health Administration

National Incident Management System/Incident Command System (NIMS/ICS)

Communications Technician (COMT)

Communications Unit Leader (COML)

Associations

Association of Public-Safety Communications Officials (APCO)

John Birch

Senior Project Manager, Mission Critical Partners

John works with state and local public safety agencies on LMR, microwave and supervisory control and data acquisition (SCADA) system upgrades and replacement projects. He performs needs assessments and develops conceptual system designs and budgetary cost estimates for communications systems improvement and replacement. John defines system requirements and specifications for RFPs. He evaluates proposals and assists clients in vendor contract negotiations for system procurement. In addition, he provides system implementation oversight, including site inspections, system performance verifications, and cutover planning.

Industry Experience

40 years

Education

U.S.A.F. Ground Radio Communications Specialist Course

Representative Experience

City/County Experience

- Massachusetts Emergency Management Agency (MEMA)—Consultant for a feasibility study to consolidate radio antennas and other supported systems from the three communications towers on the Framingham campus.
- Washington—Yuma Counties, (WY-COM) CO—Lead consultant for Communications Center Equipment End-of-Life Assessment
- Montgomery County, TX—Lead consultant for P25 Radio System and Radio Shop Assessment
- Galveston County Emergency Communications District (ECD), TX—Lead consultant to assist the District in the design, procurement, and construction of a radio tower for its public safety land mobile radio (LMR) network
- City of St. Louis, MO—Consultant to investigate 800 MHz radio system interference,
- identify sources of interference and provide recommendations for mitigation.
- Klein Independent School District (KISD), TX—needs assessment, planning, procurement and implementation of a districtwide Next Generation Digital Network (NXDN) frequency-division multiple access (FDMA), five-site multicast UHF trunked radio system, 6 GHz MPLS ring microwave network
- Houston-Galveston Area Council (H-GAC), TX—Lead consultant for 13-county Regional Interoperable Communications Plan (RICP) and Gap Analysis
- Dallas County, TX—Lead consultant for radio tower and R56 grounding project for new Dallas County 911 dispatch center and ICC 500 storm shelter
- Montgomery County Hospital District (MCHD), TX—Lead consultant supporting numerous radio communication system projects
  - Led the development, purchase and implementation of a new ten-hop MPLS microwave network
  - Led the development, purchase and implementation of six new radio towers
- Montgomery County Volunteer Fire Department, TX—Lead consultant for the planning, design, procurement and implementation of a new five-site, VHF simulcast, LMR system for 44 volunteer fire departments and the Woodlands Fire Department

Additional Experience

- Port of Houston, TX—Lead consultant for radio communications system project to evaluate the Port's radio system expansion options to cover multiple locations
- Cy-Fair Volunteer Fire Department (CFVFD), TX—Lead consultant for start-to-finish radio system planning, procurement and implementation of new 700 MHz, P25 simulcast trunked radio system

David Gelyana, PE, PMP

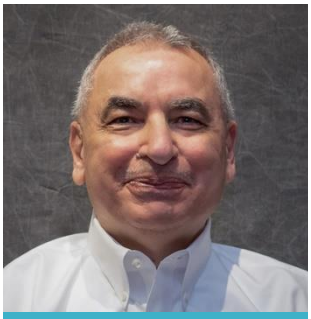
Senior Technology Specialist, Mission Critical Partners

David is responsible for communication system planning, design, and implementation for private, industrial, public utilities, and public safety radio communication services. His responsibilities include planning and design, development of budgets and specifications, bid evaluation and contract negotiation, vendor oversight, acceptance testing, site acquisition, training and project management. David is a Professional Engineer in the state of Illinois and a certified Project Management Professional (PMP).

Representative Experience

City/County Experience

- Lake County, IL—Countywide radio system for P25 upgrade
  - Technical and functional needs analysis and data gathering
  - Specification writing and procurement support
  - System implementation
- Walworth County, WI—Radio system assessment and recommendations
- Forsyth County, NC—Radio system assessment and recommendations for joint radio system with the City of Winston-Salem, including:
  - Phase I: Needs assessment
  - Phase II: Solution analysis and recommendations
  - Phase III: Procurement support
  - Phase IV: System implementation support
- Nash County, NC—Assessment of the communications system and proposal evaluation for an Association of Public-Safety Communications Officials (APCO) Project 25 LMR system
- Rock County, WI—Project manager on an assessment of the reliability of the County's current radio system/infrastructure
  - Evaluation of potential single points of failure
  - Determination of operational implications if failures occur and identification of communications gaps that may result from those potential failures
- Oakland County, MI—Support of a countywide radio communications system
  - Phase I: Needs assessment and data gathering
  - Phase II: Development of RFP and technical specifications
  - Phase III: Procurement support
  - Phase IV: System implementation
- Henry County 911 Emergency Communications, MO—Needs assessment of the County's current radio system/infrastructure using MCP's proprietary Model for Advancing Public Safety® (MAPS®) assessment tool.
- Cleveland, OH
  - Served as external project manager and consultant as the city updated its radio infrastructure to the latest P25 standards, including services related to build out, testing, and the completion of an operational 800 MHz APCO P25 digital trunked radio system
- Paso Robles, CA
  - Assessed the existing radio communications system and provided recommendations for improvements to meet the city's goals
- Naperville, IL—Conducted a public safety radio system needs assessment to determine the best replacement solution for the city's existing technology platform



Industry Experience

45 years

Education

M.S., Electrical Engineering, Virginia Tech

B.S., Electrical Engineering, Virginia Tech

Licenses/ Certifications

Professional Engineer (PE), Illinois

PMP

Associations

Institute of Electrical and Electronics Engineers

Project Management Institute (PMI)

Pricing

Project Pricing

Professional services outlined in the scope of work will be provided for a **not-to-exceed fee of $33,610, for Task 1 and Task 2**. Pricing for Optional Task 3 can be provided upon request. The fee is inclusive of labor and expenses.

Mission Critical Partners proposes delivering services on a per-hour basis based on the Houston-Galveston Area Council (H-GAC) Purchase Contract #HP08-21, with expenses defined at actual cost.

At the close of each month, MCP shall submit a properly executed invoice showing services rendered for that month. Each statement shall include labor and expenses for authorized activities based on the approved scope of work. Reimbursable expenses on this project will be invoiced at the cost incurred. Invoices shall be reviewed and paid within 30 days of receipt.

Any additional services will be performed at MCP's then-current fee schedule. Before initiating any such additional work, MCP would require a formal letter of authorization from Williamson County.

Based on the current MCP understanding of what is to be accomplished, the pricing identified represents an estimate of the work anticipated to achieve project success. MCP's priority is for this project to be successful for Williamson County.

MISSION CRITICAL PARTNERS

H-GAC All Hazards Preparedness, Planning, Consulting & Recovery Services
Contract No. HP08-21

Title	Labor Rate Per Hour
Support Specialist I	$63.00
Support Specialist II	$105.00
Operations Specialist I	$204.00
Operations Specialist II	$218.00
Planner	$178.00
Communications Specialist	$160.00
Technology Specialist I	$191.00
Technology Specialist II	$204.00
Project Manager	$198.00
Senior Technology Specialist	$218.00
Senior Project Manager	$224.00
Program Manager	$237.00
Forensics Analyst	$244.00
Senior Program Manager	$264.00
Principal	$224.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1289488

Date Filed:
04/01/2025

Date Acknowledged:
04/01/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Mission Critical Partners, LLC
Port Matilda, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2025197
Radio Tower Site Support

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
MCP Acquisition Corporation	Port Matilda, PA United States	X	
Reilly, Darrin	Austin, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

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Mission Critical Partners, LLC
Port Matilda, TX United States

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2025197
Radio Tower Site Support

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
MCP Acquisition Corporation	Port Matilda, PA United States	X	
Reilly, Darrin	Austin, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is John L. Spearly, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), [redacted] (state), [redacted] (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Centre County, State of Pennsylvania, on the 1st day of April (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **26.**

Meeting Date: 04/08/2025

Approval of Change Order for ServiceNow with Carahsoft Technology Corp. for Information Systems

Submitted For: Joy Simonton **Submitted By:** Barbi Hageman, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Change Order 2 (CO2) #2025195 between Williamson County and Carahsoft Technology Corp. for ServiceNow CMDB Staff Augmentation Services for CMDB Expansion for a total amount of $40,320.00 pursuant to DIR contract #DIR-TSO-4288, and authorize the execution of the change order.

Background

Approval of this item will support Williamson County operations. This will be incorporated as a Change Order to Williamson County's existing Services Contract for ServiceNow. The original requirements did not provide the Network Operations and Security Team with the full functionality as anticipated - this will provide the Applications Team the support needed to implement the product properly. The attached quote details the serviced products. Funding source is 01.0100.0503.004100 per FY25 budget. Contract Audit and General Council have approved. Origination #2451. Department Contact is Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Order

Quote

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/02/2025 03:41 PM
County Judge Exec Asst.	Andrea Schiele	04/03/2025 10:35 AM
Form Started By: Barbi Hageman		Started On: 04/01/2025 10:36 AM
Final Approval Date: 04/03/2025		

Professional Services

carahsoft

Project Change Order

Contract Information

Customer: **Williamson County**
Project Name: CMDB Staff Augmentation
PO Number: 187730
Contract Date: **10/22/24**
Carahsoft Ref: **24160854**

Change Order Information

EU Contact Name: Michelle Kleen
Change Order #: **2**
Change Order Name: CMDB Staff Augmentation
Carahsoft Quote #: 54931179

This Change Order ("Change Order"), effective as of the last signature date noted below ("Effective Date"), is made by Carahsoft Technology ("Carahsoft") and the customer entity set forth herein ("Customer") pursuant to the referenced project ("Contract"). In the event of any inconsistency or conflict between the project and this Task Order, the terms of this Task Order shall control with respect to the services set forth herein ("Services" or "Contract"). Capitalized terms are defined in the SOW if they are not defined herein. The terms of the SOW control this Change Order.

FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES, EACH ACTING UNDER DUE AND PROPER AUTHORITY, EXECUTE THIS Task Order AS OF THE EFFECTIVE DATE.

Williamson County	**Carahsoft Technology**
Signature:	Signature: Elaine Shadid
Name:	Name: Elaine Shadid
Title:	Title: Service Contract Specialist
Date:	Date: 04/03/2025

This Change Order is made pursuant to the SOW issued by Carahsoft to provide ServiceNow Services to Customer. The following item(s) are hereby modified as follows:

Change Order			
Title	Williamson County CMDB Staff Augmentation	Number	CO0011056
Project Name	CMDB Staff Augmentation	Project Number	PRJ0130631
Requestor	Michelle Kleen	Date of Request	3/21/2025
Description	Williamson County needs dedicated CMDB resources as they go live with their CMDB environment. These resources will consist of a Business Process Consultant (8 hours/week) and an offshore Technical Consultant (12 hours/ week) over the course of 5 months.		
Business Justification	The county needs a dedicated resource to manage the operations and growth of their CMDB and define a roadmap and plan for CMDB long term.		
Impact of Change	This change will have 2 dedicated resources within Williamson Counties environment solely focused on CMDB optimization.		
CO Hours	336 *96 hours for Business Process Consultant *240 hours for Offshore Technical Consultant	CO Estimated Cost	$40,320.00
Communicated Change to Client	This change will have 2 dedicated resources within Williamson Counties environment. The first month will be BPC only at 8 hours per week, followed by 2 months of both TC and BPC at 20 hours per week total, and the final 2 months with only the TC at 12 hours per week.		
Estimated Schedule of Change:	Staff Augmented Resources join Williamson County/s team from May 5, 2025, to September 22, 2025, in alignment with Williamson County's fiscal schedule.		

Change Order Assessment (InSource)			
Technical	Brian Muffley	Assessment Date	3/21/2025
Practice Director	Ryan Harrington	Assessment Date	3/21/2025
Assessment Notes	Adding Staff augmentation to Williamson County's support services contract.		

Client Acceptance Form

I, the undersigned representative of Customer accept this Change Order for work to be performed by InSource. I have read this Change Order thoroughly and any questions regarding it have been explained to my satisfaction. All terms and conditions are inherited from the Statement of Work covering this project.

Project Change Request Submitted on:	3/21/2025
Project Name:	Williamson County CMDB Staff Augmentation
Project Change Request Name:	CMDB Staff Augmentation
Change Order Hours:	336
Estimated Fees:	$40,320.00
Key Contact:	Hallie Hardesty

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

servicenow

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft

TO: Michelle Kleen
PMP
Williamson County
301 SE Inner Loop suite 105
Georgetown, TX 78626 USA

EMAIL: michelle.kleen@wilcotx.gov

PHONE: (512) 943-1459

FROM: Hallie Hardesty
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Hallie.Hardesty@carahsoft.com

PHONE: (571) 662-4330

TERMS: DIR Contract No. DIR-TSO-4288
Expiration Date: May 21, 2025
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Texas VID#.
Sales Tax May Apply

QUOTE NO:	
QUOTE DATE:	03/24/2025
QUOTE EXPIRES:	04/23/2025
RFQ NO:	
SHIPPING:	GROUND
TOTAL PRICE:	$40,320.00
TOTAL QUOTE:	$40,320.00

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
1	ServiceNow	ServiceNow Implementation - Tailored - T&M (Hourly Rate) Business Process Consultant ServiceNow - PROD00073	$220.00	TX DIR	96	$21,120.00
2	ServiceNow	ServiceNow Implementation - Tailored - T&M (Hourly Rate) Offshore technical Consultant ServiceNow - PROD00073	$80.00	TX DIR	240	$19,200.00
		SUBTOTAL:				$40,320.00
			TOTAL PRICE:			**$40,320.00**
			TOTAL QUOTE:			**$40,320.00**

1. Carahsoft Texas DIR Contract terms and conditions constitute the terms that guide this purchase. End Customer may request printed copies of the documents incorporated herein by reference by emailing us at ServiceNowSLED@carahsoft.com.

2.Terms and Conditions
a. The end customer's access and use of the Subscription Offerings are pursuant to the Public Sector Subscription Terms of Service, the Customer Support Addendum, Data Security Addendum, Data Processing Addendum, Product and Use Definitions, Product Overview, the ServiceNow Store Terms of Use, any attached addenda or exhibits, and the applicable Service Description for the purchased packaged services, ALL OF WHICH ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE (if not attached herein or included with the contract being used, then as set forth on https://www.servicenow.com/upgrade-schedules.html) (collectively, the "ServiceNow Subscription Service Terms"). Notwithstanding anything in the Agreement to the contrary, for the Subscription Term set forth herein, the CSA, as specified in the Agreement, shall mean the Customer Support Addendum at https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doctype/ legal/customer-support-addendum-upgrades-jan2022.pdf. The end customer may request printed copies of the documents incorporated herein by reference by emailing us at snslg@carahsoft.com or legal.request@servicenow.com. All undefined capitalized terms herein shall have the meanings ascribed to such terms in the ServiceNow Subscription Service Terms. If any provision of this Order conflicts with the other documents comprising the Agreement, then this Order shall control.

b. ServiceNow reserves the right to suspend access to Customer's instances should Carahsoft's account fall more than thirty (30) days past due until all accounts are paid in full.

3. Generative AI Terms. To the extent this Quotation/Order includes any Advanced AI and Data Products the following terms and conditions supplement the ServiceNow Subscription Service Terms or ServiceNow Self-Hosted License Terms, as applicable, solely for use of the Advanced AI and Data Products: (1) Subscription Offerings in ServiceNow's commercial data centers are subject to Advanced AI and Data Products Amendment for Commercial Hosting; or (2) Subscription Offerings in ServiceNow's GCC or NSC environments, or self-hosted by Customer, are subject to the Advanced AI and Data Products Amendment; WHICH ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE.
GenAI GCC Terms can be found here: https://static.carahsoft.com/concrete/files/7017/1525/1220/981032.pdf
GenAI Commercial Data Center Terms can be found here: https://static.carahsoft.com/concrete/files/8317/1649/3455/GenAI_EULA_Amendment_-_Commercial_Hosting_051524.pdf

4. Base and Option Year Pricing. Carahsoft ServiceNow Quotations/Orders consists of an Initial Subscription Term ("Base Period") and possibly one or more optional Subscription Terms ("Option Periods") as quoted, with the specific Subscription Offerings, fees, quantities, and Subscription Term for each period set forth in the Quotation,

subject to the following requirements and conditions.

Upon the expiration of the Subscription Term of the final Renewal Order, for one (1) immediately subsequent mutually agreed follow-on order form for a twelve (12) month subscription term ("Follow-On Order") ServiceNow shall not increase the subscription fee rate for each Renewal Product for the Follow-On Order by more than a stated percentage of the subscription fee rate of each Renewal Product. The Follow-On Order subscription term start date shall begin the day after the prior order form's subscription term end date. For both Renewal Orders and the Follow-On Order executed by the parties, the following conditions, shall apply:

a.the Renewal Product continues to be made commercially available by ServiceNow at the time of the Renewal Order;
b.all Renewal Products are purchased in quantities that are equal to or greater than the sum of all the units for each and all Renewal Products in all the order forms placed by Customer up to the expiration of the Subscription Term on this Order Form;
c.each Renewal Order and Follow-On Order are for non-refundable, non-cancellable twelve (12) month subscription terms; and
d.Participant places the Renewal Order before the expiration of the Subscription Term on this Order Form the then expiring order form.
e.Notwithstanding above, the foregoing does not apply to, without limitation, any third-party Subscription Products offered for resale by ServiceNow, new products that are offered for sale after the date of this Order Form, products not ordered on this Order Form, products provided at no charge, or professional services (pursuant to either an SOW or Service Description), training, events, or any Support Account Management or Success product/service offering.

5. Education, Knowledge and Other. Terms for Education Services offerings are set forth on https://www.servicenow.com/upgrade-schedules.html

6. Knowledge and Other Event Terms and Conditions. Payment must be provided in the manner and at the times noted in the FAQs particular to the Event. ServiceNow reserves the right to cancel your registration without notice for failure to pay as required. Cancellations and substitutions are subject to the dates and fees specified in the FAQs. There are no refunds for no shows. Requests for cancellations or substitutions not received in writing as described in the FAQs will not be honored. Cancellation of travel reservations and hotel reservations is your exclusive responsibility. Neither Carahsoft or ServiceNow is responsible for any damages, direct or indirect, resulting from any cancelled registration or impermissible substitution. Event registration is subject to availability. All event passes are valid only for the event and event year for which the passes are applicable. Passes purchased on an order form are non-refundable. Unused passes will be forfeited. Additional Event Attendee Terms and Conditions: ServiceNow Event Attendee Terms and Conditions

7. Product Overview. Documentation (sometimes referred to as Product Overview) refers to the system requirements and technical functionality for the supported version(s) of the applicable Subscription Service as described in the then-current product documentation at https://docs.servicenow.com.

8. Entitlements. The entitlements and use rights for the Subscription Products ordered hereunder on this Quotation/Order are set forth in the Subscription Product table attached, if attached.

9. Other Terms.
PRICES ARE FINAL. THIS ORDER IS NON-CANCELLABLE AND, EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, NONREFUNDABLE.

Impact, Customer Success, and any other packaged professional service activities not consumed within Customer's Option Period do not rollover to the subsequent Option Period, shall expire with no further credit or refund, and shall have no value thereafter.

Any Professional Services fees are invoiced on a time and materials basis. Customer will cure a delinquency in payment of any amounts owed within 30 days from the date of Carahsoft's delinquency notice. If Customer fails to timely cure a delinquency, ServiceNow may suspend use of the Subscription Products or terminate the Agreement for breach, in addition to any other available rights and remedies.

PREPAID FEES FOR PROFESSIONAL SERVICES AND EVENTS SHALL EXPIRE IF UNUSED WITHIN ONE (1) YEAR OF THE DATE OF ORDER, WITH NO REFUND OR CREDIT FOR UNUSED OR UNPERFORMED SERVICE HOURS. PREPAID FEES FOR EDUCATION SERVICES WILL EXPIRE AT THE SPECIFIED TERM END DATE IN THE CORRESPONDING EDUCATION SERVICES LINE ITEM ON THE ORDERING DOCUMENT ("END DATE") OR, IF NO SUCH END DATE APPEARS, THEN 12 MONTHS FROM THE LATEST SIGNATURE OF THE ORDERING DOCUMENT, WITH NO REFUND OR CREDIT FOR UNUSED OR UNPERFORMED SERVICE HOURS.

GOVERNMENT LEARNING CREDITS SHALL BE INVOICED ON A MONTHLY BASIS IN ARREARS AND BASED ON CONSUMPTION, WITH CONSUMPTION OCCURING UPON COURSE REGISTRATION OR COMPLETION, AS APPLICABLE. UNUSED GOVERNMENT LEARNING CREDITS WILL EXPIRE WITHIN ONE (1) YEAR OF THE DATE OF THE ORDER; AND CUSTOMER WILL NOT BE CHARGED FOR ANY UNUSED CREDIT.

10. Late Payment Fees. Fees are invoiced as per the payment terms on the quote. Late payments will accrue interest at a rate of 1.5% per month or the applicable statutory rate for late payments, whichever is lower. Customer will cure a delinquency in payment of any amounts owed within 30 days from the date of Carahsoft's delinquency notice. If Customer fails to timely cure a delinquency, Carahsoft may terminate the Agreement for breach, in addition to any other available rights and remedies.

11. Reinstatement Fees: Renewals are due prior to the expiration of the existing Subscription Term. All Renewal Orders placed after the expiration of the Subscription Term shall include subscription fees for the lapsed period plus a reinstatement fee equal to 10% of the total renewing annual subscription fee multiplied by the number of past months. If the subscription support end date has passed and no cancellation notification has been issued to the prime contractor, ServiceNow reserves the right to include this fee to reinstate the account.

12. Required on Purchase Orders. Please include the following information on the purchase order to Carahsoft. If this information is not included, the order will not be accepted.

a)Contract number used for this order.
b)End User contact information. End User is the End Customer contact responsible for the ServiceNow system and communications regarding the system.
c)Carahsoft quotation number for this purchase order.

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

d)Statement of Work or Change Order (if applicable).

13. Where to Send Purchase Orders. Send purchase orders to CSTechOM@carahsoft.com or to the name on the Carahsoft Quotation.

Additional terms and conditions as well as entitlements are included on the attached pages, as applicable.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1288231

Date Filed:
03/28/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Carahsoft Technology Corp.
Reston, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025195
Carahsoft Q-54931179 CO2 PO 187730 CMDB Staff Augmentation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is [redacted], and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), [redacted] (state), [redacted] (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fairfax County, State of Virginia, on the 28th day of March (month), 2025 (year).

John Santo

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1288231

Date Filed:
03/28/2025

Date Acknowledged:
04/01/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Carahsoft Technology Corp.
Reston, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025195
Carahsoft Q-54931179 CO2 PO 187730 CMDB Staff Augmentation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **27.**

Meeting Date: 04/08/2025

Approval of Design and Engineering Services Agreement for Williamson County Jail North MDF Fan Coil with Cleary Zimmermann Engineers, LLC utilizing 24RFSQ53 for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to Cleary Zimmermann Engineers, LLC, for Williamson County Jail North MDF Fan Coil, in the amount of Twenty-Four Thousand Five Hundred Dollars, $24,500.00 and authorize execution of the agreement.

Background

Cleary Zimmermann Engineers, LLC is recommended for award through RFSQ #24RFSQ53 which established a pre-qualified consultant pool to be contracted on an as-needed basis, on 06.18.24 agenda item no.16. Cleary Zimmermann Engineers, LLC, is being recommended for this project following a project specific evaluation of the firms from the 24RFSQ53 pool where Cleary Zimmermann Engineers, LLC received the highest score for this project. This Agreement between Williamson County and Cleary Zimmermann Engineers, LLC, is for the Williamson County Jail North MDF Fan Coil, located at 306 W 4th St, Georgetown, TX 78626. Contract Audit and General Counsel have reviewed. Detailed Scope of Work is attached. The funding source is 01.0100.1008.004100 and the point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Professional Service Agreement

Form 1295 Cleary Zimmermann Engineers LLC Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2025 05:49 AM
County Judge Exec Asst.	Andrea Schiele	04/03/2025 10:34 AM
Form Started By: Michelle McKinney		Started On: 03/31/2025 11:50 AM
Final Approval Date: 04/03/2025		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Jail North Main Distribution Frame (MDF) Fan Coil** ("Project")

ARCHITECT/ ENGINEER: **Cleary Zimmermann Engineers, LLC** ("A/E")
Aaron Lovelock, PE, Principal
3218 Manor Road, Ste 200
Austin, Texas 78723

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, **V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A** entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional architects and engineers; and

WHEREAS, County intends to **add new fan coil unit to serve the existing Main Distribution Frame (MDF) room located at the North Jail**; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.
Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.
County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

2.3 Project Documents.
In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

2.3.1
2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (*see* 16 Tex. Admin. Code § 68.100; *see also* Tex. Gov't Code, Ch. 469).

2.3.2
Americans with Disabilities Act (ADA)

2.3.3
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.
A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from

the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.
A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.
A/E covenants and represents that A/E, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

4.1
In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2
A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the “Basic Scope of Services”, “Basic Services” or the “Scope of Services”):

4.2.1
The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2
As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3
The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 Commencement.
A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.
A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Twenty-Four Thousand Five Hundred and No/100 Dollars ($ 24,500.00)** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in **Exhibit B**. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.
A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Two Hundred Forty-Five and No/100 Dollars ($ 245.00)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or

Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1
There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2
There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3
The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A**.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

Cleary Zimmermann Engineers, LLC
Aaron Lovelock, PE, Principal
3218 Manor Road, Ste 200
Austin, Texas 78723

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving

County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

A/E: Cleary Zimmermann Engineers, LLC
3218 Manor Road, Ste 200
Austin, Texas 78723

Attention: Aaron Lovelock, PE
Principal

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services and any applicable Additional Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2
Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.
Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.
Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in **Exhibit A**, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County’s technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.
County will review the completed Basic Services in each design phase for compliance with this Agreement and general conformance with the Design Deliverable Guidelines. "Acceptance" or “Accepted” shall mean that in County’s reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

If a lack of coordination between subconsultant documents is discovered in the A/E work product, which is not specifically called-out by A/E as a pending coordination item, the work product will be returned to A/E along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. A/E shall perform any required corrections to Basic Services and resubmit to County.

Should this process need to be repeated for the same or subsequent deficiencies related to the initial deficiencies, County will issue a marked-up work product to A/E indicating specific deficiencies for correction. County will also issue a notice for A/E to deduct **One Thousand Dollars ($ 1,000)** from the A/E ‘s Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

13.1.4 Final Approval.
After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14
SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

16.1
By mutual agreement and consent, in writing, of both parties.

16.2
By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4
By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5
By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E hereby conveys, transfers, and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and Work Product developed under this Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E for the convenience of County and use of

them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and

the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22
INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E must comply with the following insurance requirements at all times during this Agreement:

25.1 Coverage Limits. A/E, at A/E's sole cost, shall purchase and maintain during the entire term while this Agreement is in effect the following insurance:

25.1.1 Worker's Compensation in accordance with statutory requirements.

25.1.2 Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

25.1.3 Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.

25.1.4 Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

25.2 Certification of Coverage. Prior to the performance of any A/Eing Services, A/E shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article. The initial Certificate of Insurance is evidenced as **Exhibit F** herein entitled "Certificates of Insurance." As further set out below, A/E shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

25.3 Additional Insureds; Waiver of Subrogation. "Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Williamson County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.4 Certificate Holder. The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

25.5 Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

   Williamson County, Texas
   C/O: Williamson County Risk Management
   301 SE Inner Loop
   Georgetown, TX. 78626
   Email: coi.submission@wilco.org

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

25.6 Notices by A/E. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt of any notices of**

expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

25.7 Premiums and Deductible. A/E shall be responsible for payment of premiums for all of the insurance coverages required under this section. A/E further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in the A/E's insurance must be declared and approved in writing by County in advance.

25.8 Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

25.9 No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the A/E, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

25.10 Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for A/E's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for A/E's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of A/E hereunder.

A/E shall obtain and monitor the Certificates of Insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. A/E must retain the Certificates of Insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these Certificates of Insurance.

25.11 Cost of Insurance. The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E.

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any

interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.

A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure

to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.

Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.

This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

30.4 Standard of Performance.

The standard of care for all professional architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E's profession, practicing under the same or similar circumstances at the same time and in the same locality.

30.5 Opinion of Probable Cost.

Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.
Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

30.9 Construction.
Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

30.10 Independent Contractor Relationship.
Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

30.11 No Waiver of Immunities.
Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

30.12 Texas Public Information Act.
To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.
If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

30.14 Appropriation of Funds by County.
County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. A/E understands and agrees that County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. It is further understood and

agreed by A/E that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may affect such termination by giving written notice of termination to A/E.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
CONFIDENTIALITY

A/E hereby acknowledges the services to be performed hereunder pertain to a secured correctional facility (Williamson County Jail) and that A/E must ensure that information relating all areas of the Williamson County Jail must not be disclosed to third parties. A/E expressly agrees that its employees, agents, or any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control will not use any information relating to the Williamson County Jail that may be obtained while providing services hereunder for any purpose other than for what is necessary to perform the required services. A/E agrees to use the same degree of care as it uses to protect the confidentiality of its own confidential information, but no less than reasonable precautions to maintain confidentiality with respect to the Williamson County Jail, and to prevent disclosure thereof to persons other than its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control who need access to information regarding the Williamson County Jail to carry out their obligations under this Agreement. A/E agrees that A/E and its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control will not enter any unauthorized areas of the Wiliamson County Jail and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times. A/E agrees that all of its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control shall be subject to background checks and that the Williamson County Sheriff or his agent will perform checks. County shall retain the right to deny right of entry to the Williamson County Jail to anyone.

ARTICLE 37
SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:	**COUNTY**:
Cleary Zimmermann Engineers, LLC	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Aaron Lovelock	
Printed Name	Printed Name
Principal	
Title	Title
Date Signed: 3/25/2025	Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Exhibit C – Production Schedule**. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the

project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

https://www.wilcotx.gov/376/Facilities-Management

SCOPE OF WORK:

Williamson County North Jail
306 W 4th St, Georgetown, Tx 78626
Williamson County Jail
4100.1008

The project is to consist of the design/engineering of the addition of a new fan coil unit to serve the existing Main Distribution Frame (MDF) room in the North Jail. Power for the new fan coil unit is to be fed from a generator-backed source. Modifications to existing ductwork will be required. All analyses, calculations, equipment selections and design shall be in accordance with applicable building codes and appropriate national standards.

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Exhibit C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Investigate site/facility and verify known existing or available utility locations.

B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to)

structural, mechanical, plumbing, and electrical.

C. Provide preliminary materials selection board to County for review with internal departments.

D. Prepare a Design Development level cost estimate in a form acceptable to County.

E. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

F. Update preliminary materials selection board or provide new for County project records.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).

B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

E. Receive and respond to permitting comments by the local jurisdiction having review authority.

F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Provide conformed construction drawing and specification sets for each issuance of Architect's Supplemental Instructions.

C. Conduct and oversee pre-construction meeting.

D. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.

E. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.

F. Conduct and oversee bi-weekly progress meetings.

G. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials

generally conform to the plans and specifications, and that provisions of the contract are complied with.

H. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

I. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.

J. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

K. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

L. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**24,500**	100%
100%	**Cleary Zimmermann Engineers, LLC**	**$**	**24,500**	
Phase I - SCHEMATIC DESIGN		**$**	**3,920**	16%
	Cleary Zimmermann Engineers, LLC	$	3,920	
Phase II - DESIGN DEVELOPMENT		**$**	**6,125**	25%
	Cleary Zimmermann Engineers, LLC	$	6,125	
Phase III - CONSTRUCTION DOCUMENTS		**$**	**8,575**	35%
	Cleary Zimmermann Engineers, LLC	$	8,575	
Phase IV - REGULATORY REVIEW AND PERMITS		**$**	**735**	3%
	Cleary Zimmermann Engineers, LLC	$	735	
Phase V - BIDDING, AWARD, AND EXECUTION		**$**	**735**	3%
	Cleary Zimmermann Engineers, LLC	$	735	
Phase VI - CONSTRUCTION ADMINISTRATION		**$**	**3,675**	15%
	Cleary Zimmermann Engineers, LLC	$	3,675	
Phase VII - PROJECT CLOSE-OUT		**$**	**735**	3%
	Cleary Zimmermann Engineers, LLC	$	735	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Six Hundred Seventy-Five (675) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and estimated target dates. Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date	**04/08/25**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	05/08/25
30% Plans, Specifications and Estimate deliverables	05/22/25
County written authorization to proceed to next phase	06/05/25
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	06/26/25
County written authorization to proceed to next phase	07/10/25
Phase III - CONSTRUCTION DOCUMENTS	
Site Development Plans application submittal to City	08/18/25
Complete Plans, Specifications and Estimate deliverables	08/06/25
County written authorization to proceed to next phase	08/20/25
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	09/19/25
Plans submittal to TDLR and Permit application submittal to City	09/26/25
Construction Permits received from City	10/17/25
Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	10/24/25

County advertises project for Bid	11/14/25
Contract Award	12/12/25

Phase VI - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed	12/19/25
Construction Substantial Completion	12/18/26

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	01/15/27

All services shall be complete on, or before: **02/12/27**

EXHIBIT D

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

    b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;

    d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and

    e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Cleary Zimmermann Engineers, LLC

Wade Cleary
Signature of Certifying Official

Wade Cleary
Printed Name of Certifying Official

Managing Principal / CEO
Title of Certifying Official

March 24, 2025
Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by Wade Cleary (Signatory Name) the CEO/Managing Prin (Signatory Title) of Cleary Zimmermann (Entity Name), on behalf of said firm.

CHRYSTAL PAYNE
Notary Public, State of Texas
Comm. Expires 08-26-2025
Notary ID 10688026

Chrystal Payne
Notary Public in and for the
State of Texas

My commission expires: 8/26/2025

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

CONSULTANT
DESIGN DELIVERABLE
GUIDELINES

Facilities Management Division
3101 SE Inner Loop
Georgetown, TX 78626

Design services shall be conducted in Phases as outlined herein. Depending on project scope, not all items apply. Depending on project complexity and scope, Phases may be consolidated to expedite design delivery. Rejection procedures are outlined at the end of this document.

SCHEMATIC DESIGN PHASE

The interim deliverable early in this phase shall be used to document and validate project requirements and allocated construction budget.

This deliverable shall consist of the following PDF documents:

1) Opinion of probable cost to validate or modify preliminary construction budget provided by County.
2) Detailed design narrative to validate or modify Preliminary Scope of Work provided by County.
3) Initial design delivery schedule.

The deliverable at the end of this phase represents approximately 30% of the design effort and shall be of sufficient detail to show how the users' functional and technical requirements will be met.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, provide an updated opinion of probable cost.
    b. If utilizing a professional cost estimator, participating in a CMAR or Design-Build project, coordinate with Cost Estimator or General Contractor to provide a preliminary cost estimate based upon schematic design information.
2) Design narrative
    a. include modifications to Preliminary Scope of Work provided by County.
    b. include preliminary engineering calculations for ALL disciplines required for project scope.
3) Schematic Specifications
    a. include completed Cover Sheet with draft Table of Contents for ALL disciplines required for project scope.
4) Schematic drawing set for ALL disciplines required for project scope
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. include completed Cover Sheet with draft Index of Drawings for ALL disciplines required for project scope and applicable code compliance list.
    d. See specific minimum requirements for each discipline (if required for project scope):

Civil:	Provide concept Site Plan with grading and roadway layout
	Determine water supply and wastewater service
	If septic system is required, determine system type and size
Structural:	Determine concept structural system(s)
Architecture:	Plans, Elevations, overall Sections marked for Detail Sections
	Block-out window, door, finish and wall type schedules
Electrical:	Determine lighting type(s)
	Determine electrical distribution type(s)
	Review drawings for adequate space for electrical system(s)
	Initiate contacts with electric and telephone service providers
Mechanical:	Determine HVAC type(s)
	Review drawings for adequate space for HVAC system(s)
Plumbing:	Verify adequate sanitary sewer fall from building elevation
IT:	TBD
Fire Systems:	Assessment of existing infrastructure and modification description
	Schematic conduit pathways

	Description of reconfiguration method.
Key & Access:	Plan for reader access to every door in facility
	Schematic conduit pathways
	Description of reconfiguration method

5) Updated design delivery schedule.

DESIGN DEVELOPMENT PHASE

The deliverable at the end of this phase represents approximately 60% of the design effort and is intended to verify that the drawings, design analysis, specifications, and cost estimate are proceeding in a timely manner and that the design criteria and previous review comments have been correctly interpreted.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, Architect shall provide an updated opinion of probable cost
    b. If utilizing a professional cost estimator or participating in a CMAR project, coordinate with Cost Estimator or General Contractor to provide a detailed cost estimate based upon design development information.
2) Design Analysis developed to approximately 60% completion
3) Red-lined marked-up specification sections for ALL disciplines required for project scope.
4) Approximately 60% complete drawings including those addressing construction phasing
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. See specific requirements for each discipline (if required for project scope):

Civil:	Provide refined Site Plan with grading, roadway and parking
	Establish license / service agreements for water and wastewater
	If septic system is required, submit permit application to Wilco OSSF
Structural:	Provide preliminary design of structural systems
	Assist in obtaining Geotech borings
Architectural:	Noted Plans, Elevations, and Sections
	Floor, wall, roof Sections marked for Details
	Draft window, door, finish and wall type Schedules
Electrical:	Light fixtures located on drawings
	Receptacles located on drawings
	Panels located on drawings
	Circuits laid-out in single-line form
	Fixture schedule 60% complete
	Panels schedule 60% complete
	Riser diagram(s) 60% complete
Mechanical:	Equipment schedule complete
	Equipment located
	Ductwork laid-out
	Diffuser schedule complete
Plumbing:	Plumbing fixtures located on drawings
	Plumbing lines laid-out
	Fixture schedule(s) 60% complete
	Riser diagram(s) 60% complete
IT:	TBD
Fire Systems:	Diagrammatic Existing Piping Locations
	Diagrammatic Alarm Location
	Fire Panel Location
	NAC Locations
Key & Access:	Key & Access head-in location

	Power Sources and details

5) Preliminary Material Finishes and Selections board
6) Updated design delivery schedule.
7) Sealed Site Permit drawings.

CONSTRUCTION DOCUMENTATION PHASE

*The deliverable at the end of this phase represents completion of proposed Construction Documents (**NO SEALS**) subject to incorporation of any review comments resulting from review of deliverable*.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, Architect shall provide an updated opinion of probable cost
    b. If utilizing a professional cost estimator or participating in a CMAR project, coordinate with Cost Estimator or General Contractor to provide a final detailed cost estimate based upon construction documents.
2) Design Analysis with all items complete. It shall include all backup material previously submitted and revised (as necessary), all design calculations, all explanatory material giving the design rationale for any design decisions which would not be obvious to an engineer reviewing the final drawings and specifications.
3) Final edited specifications (**NO SEALS**).
4) Complete Drawings including those addressing project construction phasing. (**NO SEALS**)
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. TDLR registration number included on Cover Sheet.
    d. See specific requirements for each discipline (if required for project scope):

Civil:	Details complete
	Approved licensing agreements and permits
Structural:	Details complete
Architecture:	Door / Window schedules complete
	Interior finish schedule(s) complete
	Details complete
Electrical:	Fixture schedule complete
	Panels schedule complete
	Riser diagram(s) complete
	Details complete
Mechanical:	Equipment schedule complete
	Diffuser schedule complete
	Details complete
Plumbing:	Fixture schedule complete
	Riser diagram(s) complete
	Irrigation connections complete (if required)
	Details complete
IT:	TBD
Fire Systems:	Alarm plans complete
	Suppression system Plans complete
Key & Access:	Key & Access plans complete
	Demountable Wall Coordination

5) Final Material Finishes and Selections board
6) Proposed construction schedule.

REGULATORY REVIEW & PERMITTING PHASE

The deliverable at the end of this phase includes BIM/AutoCAD files and permitted Construction Documents.

At the beginning of this phase provide the following PDF documents for record:

1) Sealed Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Sealed Specifications.
3) Sealed Fire System Drawings.
4) Complete Drawings submitted to Registered Accessibility Specialist (RAS) for review.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) Permitted Site Development Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Permitted Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
3) Permitted Specifications.
4) Permitted Fire Systems Drawings.

CONSTRUCTION CONTRACT BIDDING, AWARD, & EXECUTION PHASE

The deliverable at the end of this phase includes BIM/AutoCAD files and revised Construction Documents.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) Construction Drawings Addenda.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Specifications Addenda.
3) Bid Tabulation

CONSTRUCTION ADMINISTRATION PHASE

Various deliverables are required throughout this phase

As required, provide the following PDF documents:

1) Copies of Change Orders and Supplementary Drawings
2) Copies of reviewed shop drawings and submittals
3) Conformed drawing set for each issuance of Architect's Supplemental Instructions.
4) Reviews of Contractor's Pay Applications
5) Punch list of items needing correction before Substantial Completion Inspection
6) Written notice that contract has been performed in general conformance with plans and specifications and is ready for Final Inspection.

PROJECT CLOSE-OUT PHASE

The deliverable at the end of this phase includes record BIM/AutoCAD files and record Construction Documents.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) "Clean" PDF of Building Plan(s) w/ Room #s coordinated with Fire Marshal review.
2) Record Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
3) Record Specifications.
4) Record Fire System As-builts (including j-boxes and drop locations).
5) Record Key & Access As-builts (including j-boxes and drop locations).
6) Reviewed and compiled warranties, guarantees, and operation manuals, AHJ acceptance reports & certificates.

DELIVERABLE REVIEW STAMP

For standardization purposes during design Phases:

1) DO NOT track design review deliverables in the Revisions table of the Title Block.

2) Affix Interim Stamp with appropriate information in the location the Architect / Engineer seal will appear on each drawing sheet and Specifications title page.

3) See adjacent example for "Interim Stamp"

REJECTION OF DELIVERABLE

If the requirements of any deliverable phase are not met, the County will implement the following procedures:

1) The County will provide e-mail notice to Consultant that deliverable is rejected as soon as practical. Notice may include summary of deficiencies, red-line mark-ups, etc.

2) Consultant shall have seven (7) business days to resubmit with all required elements of the given review phase.

3) Within two (2) days of receipt of resubmission, the County will provide notice to Consultant that deliverable is accepted. At which point, the regular the County review process shall restart for the given review phase.

4) Rejected Consultant deliverables shall not impact overall deadline of the Project nor the review period allotted to the County officials.

5) Consultant shall provide an updated schedule showing interim submission date changes to make-up for any lost time.

6) Consultant shall not submit an invoice for 100% of phase fees until the County accepts a Phase deliverable as functionally complete.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1285366

Date Filed:
03/24/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Cleary Zimmermann Engineers
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Jail North MDF Fan Coil - PSA
Design and Engineering services for the additions of a new fan coil unit to serve the existing Main Distribution Frame (MDF) room located at the North Jail.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Cleary, Wade	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Wade Cleary, and my date of birth is [redacted]

My address is [redacted]
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 24th day of March, 20 25.
(month) (year)

Wade Cleary
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1285366

Date Filed:
03/24/2025

Date Acknowledged:
03/31/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Cleary Zimmermann Engineers
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Jail North MDF Fan Coil - PSA
Design and Engineering services for the additions of a new fan coil unit to serve the existing Main Distribution Frame (MDF) room located at the North Jail.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Cleary, Wade	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **28.**

Meeting Date: 04/08/2025

SWCA 2574 WA2 SA6 Environmental Svcs CR 255

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplement No. 6 to Work Authorization No. 2 to the Road & Bridge On-Call Environmental Services contract executed on February 25, 2020, between Williamson County and SWCA Environmental Consultants relating to the CR 255 from CR 254 to Ronald Reagan Blvd. Road and Bridge project. Funding source: P546.

Background

The SWCA Environmental Consultants Supplemental No. 6 to Work Authorization No. 2 is a time extension to finish the environmental and extends the termination date to 5/30/2025. This SWA does not increase the contract cap.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SWCA 2574 WA2 SA6 Environmental Svcs CR 255

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/02/2025 05:10 PM
County Judge Exec Asst.	Andrea Schiele	04/03/2025 11:32 AM
Form Started By: Vicky Edwards		Started On: 04/02/2025 03:27 PM
Final Approval Date: 04/03/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 6
TO
WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
County Road 255 Environmental Services

This Supplemental Work Authorization No. 6 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Consulting Services, being dated February 25, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and SWCA, Incorporated (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 2 dated effective June 22, 2021 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on May 30, 2025. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, to be effective as of the date of the last party's execution below.

FIRM:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Matthew McMillan	_____
Printed Name	Printed Name
Natural Resources Director – Austin	_____
Title	Title
January 28, 2025	_____
Date	Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 5:23 pm, Mar 27, 2025

ATTACHMENT C

Work Schedule

WORK AUTHORIZATION NO. 02
PROJECT: County Road 255 Environmental Services

All work is expected to be completed and the report(s) finalized by May 30, 2025.

Commissioners Court - Regular Session **29.**

Meeting Date: 04/08/2025

ATG LLC 21RFSQ14 WA3 Honeysuckle Ln, Prairie Ln & Verbena Way PS&E

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of $88,000.00 to expire on March 31, 2026 under Williamson County Contract for Engineering Services between Alliance Transportation Group, LLC and Williamson County dated June 14, 2022 for Honeysuckle Ln, Prairie Ln, Verbena Way Plans, Specifications and Estimates (PS&E) Package. Funding source: P488.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ATG LLC 21RFSQ14 WA3 Honeysuckle Ln, Prairie Ln & Verbena Way PS&E

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/03/2025 09:05 AM
County Judge Exec Asst.	Andrea Schiele	04/03/2025 11:27 AM
Form Started By: Vicky Edwards		Started On: 04/02/2025 04:09 PM
Final Approval Date: 04/03/2025		

WORK AUTHORIZATION NO. 3
PROJECT: Honeysuckle Ln, Prairie Ln, Verbena Way PS&E Package

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **June 14, 2022** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Transportation Group, LLC (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$88,000.00**.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **March 31, 2026**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued next page

EXECUTED this _____.

ENGINEER:	COUNTY:
Alliance Transportation Group, LLC	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Daniel Rios	_____
Printed Name	Printed Name
Chief Information Officer	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
FOR WA03 Honeysuckle Ln, Prairie Ln, Verbena Way PS&E

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Provide available appropriate County data on file including plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including topographic survey, R.O.W Surveys, geotechnical investigations; data and reports).

2. Provide available criteria and full information as to the client's requirements for the project. Provide project direction, review, and oversight to ensure compliance with County goals and requirements.

3. Provide information on any meetings/discussions held with adjoining property owners that may impact the project.

4. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.

5. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

6. Post and maintain project information for public consumption on the County website.

7. Assist with Coordination between the Engineer and the County's other consultants.

8. Review Engineer progress, submittals, and plan changes.

9. Conduct pre-bid meetings, respond to contractor questions during bidding, tabulate and evaluate bids after bid opening, and provide recommendations for the award of the contract.

10. Provide construction oversight, administration, and management to ensure the project is executed in accordance with approved plans and specifications.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER
WA03 Honeysuckle Ln, Prairie Ln, Verbena Way PS&E Package

The project involves the rehabilitation of an existing roadway by removing deteriorated pavement materials, failed curb and gutter and sidewalk, and reconstructing the pavement structure using stabilization, multiple paving layers, curb and gutter, and sidewalk. The Engineer shall prepare a **Plans, Specifications, and Estimate (PS&E) package** for the project. The key construction activities include removing the existing roadway material, failed curb and gutter and sidewalk, lime stabilizing 8" subgrade material with 6% lime slurry, installing geogrid; adding 11" new flex base material, applying prime coat, applying one course seal coat adding 4" HMAC TY B, adding 2" HMAC TY D, installing curb and gutter and sidewalk.

Figure 1: Project Location

Task 1: Project Management

Attend Progress Review Meetings with County Road & Bridge Division at 90%, 100%, and Final. Prepare monthly progress reports and invoices. Maintain project schedule and perform QA/QC.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER
WA03 Honeysuckle Ln, Prairie Ln, Verbena Way PS&E Package

Task 2: Topographic and R.O.W Surveys

To be provided by the County

Task 3: Preliminary Engineering

Conduct Site Visit, Field Reconnaissance, and existing project data collection to document existing conditions.

Task 4: Geotechnical Investigations

To be provided by the County

Task 5: Environmental Studies

N/A

Task 6: Utility Coordination

To be provided by others

Task 7: FEMA Coordination

N/A

Task 8: Final Engineering

Prepare final detailed design and PS&E for proposed improvements.

Plan Sheets:

- Title Sheet / Index of Sheets
- Estimate & Quantity Sheet
- Project Layout (1" =100')
- Typical Sections
- Horizontal Alignment Data Sheet
- Erosion Control Plan (1" =50')
- Roadway Plan & Profile (1" =50')
- Driveway Details
- Traffic Control Plan Narrative
- Detour Layout
- Traffic Control Plan
- Cross Sections (50' Interval and Driveways)
- Standards

Specifications
Cost Estimate
General Notes

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER
WA03 Honeysuckle Ln, Prairie Ln, Verbena Way PS&E Package

Task 9: Bidding Phase Services

N/A

Task 10: Construction Phase Services

Review shop drawings and respond to contractor RFIs. Prepare electronic as-builts final drawings for the County based on construction red-lines provided by the County.

Deliverables:

90% Submittal:

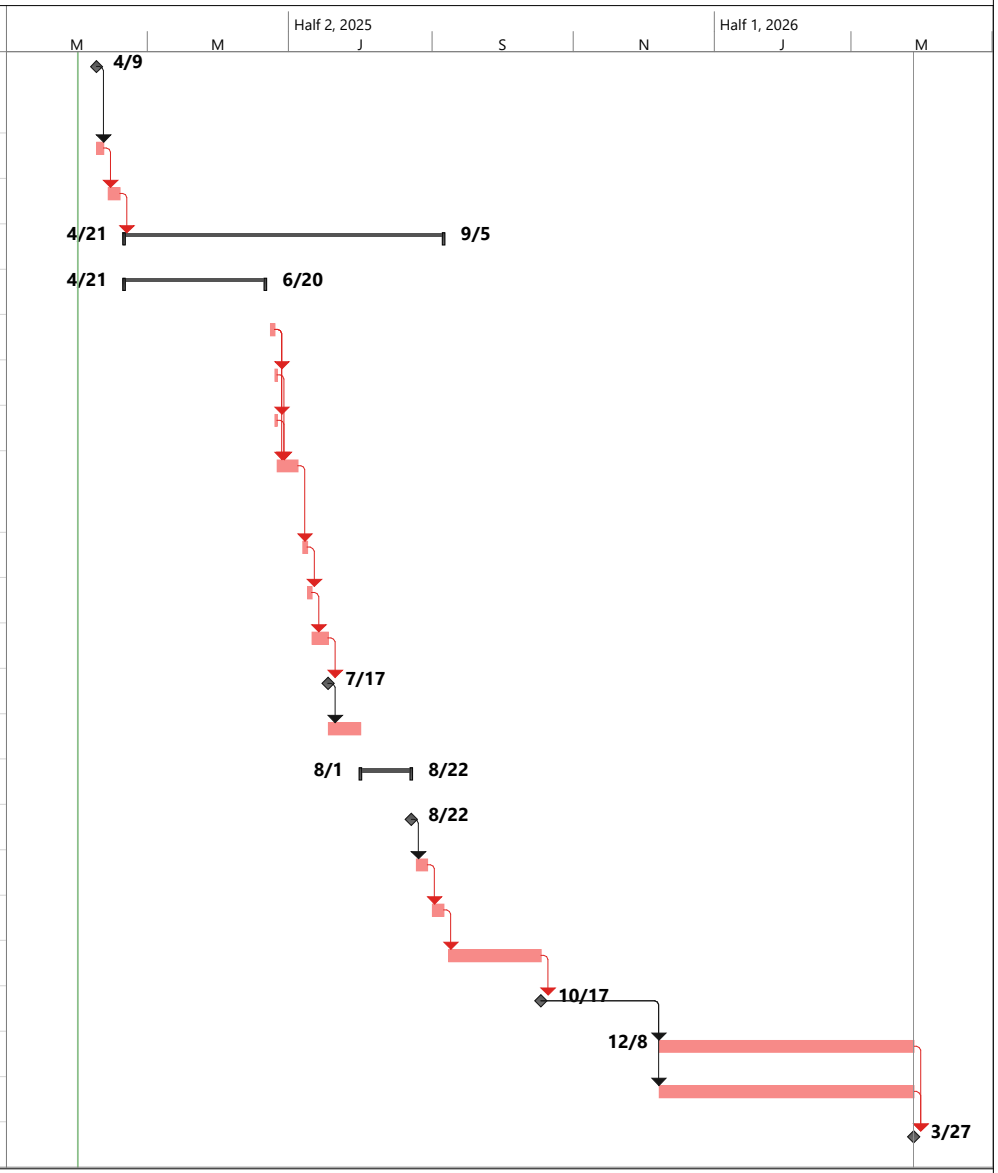
- 11" x 17" Plan Set in PDF Format
- Estimate of Construction Cost in Excel Format
- Governing Specifications and General Notes in Word format
- Engineer's internal QA/QC marked up set

Final Submittal:

- 11" x 17" Plan Set in PDF Format
- Estimate of Construction Cost in Excel Format
- Governing Specifications and General Notes in Word format
- Engineer's internal QA/QC marked up set
- Electronic copy of CAD/OpenRoads files

Attachment C

ID	Task Mode	Task Name	Duration	Start	Finish
1		Honeysuckle Ln, Prairie Ln, Verbena Way PS&E - Notice to Proceed	0 days	Wed 4/9/25	Wed 4/9/25
2		Survey (County)	3 days	Wed 4/9/25	Fri 4/11/25
3		Collect Data	5 days	Mon 4/14/25	Fri 4/18/25
4		**Design**	**100 days**	**Mon 4/21/25**	**Fri 9/5/25**
5		**90% PS&E**	**45 days**	**Mon 4/21/25**	**Fri 6/20/25**
19		Initial QTY's and Estimate	2 days	Mon 6/23/25	Tue 6/24/25
20		Initial Notes & Governing Specs	1 day	Wed 6/25/25	Wed 6/25/25
21		Initial Construction Schedule	1 day	Wed 6/25/25	Wed 6/25/25
22		Assemble Draft 90% Submittal package	7 days	Thu 6/26/25	Fri 7/4/25
23		QC Review	2 days	Mon 7/7/25	Tue 7/8/25
24		Incorporate QC Review	2 days	Wed 7/9/25	Thu 7/10/25
25		Assemble 90% Submittal package	5 days	Fri 7/11/25	Thu 7/17/25
26		Submit 90% PS&E	0 days	Thu 7/17/25	Thu 7/17/25
27		County Review	10 days	Fri 7/18/25	Thu 7/31/25
28		**100% PS&E**	**16 days**	**Fri 8/1/25**	**Fri 8/22/25**
37		Submit 100% PS&E bid package	0 days	Fri 8/22/25	Fri 8/22/25
38		County Review	5 days	Mon 8/25/25	Fri 8/29/25
39		Submit Final PS&E	5 days	Mon 9/1/25	Fri 9/5/25
40		Bid Advertisement	30 days	Mon 9/8/25	Fri 10/17/25
41		Letting	0 days	Fri 10/17/25	Fri 10/17/25
42		Construction Management	80 days	Mon 12/8/25	Fri 3/27/26
43		Construction	80 days	Mon 12/8/25	Fri 3/27/26
44		Complete Project	0 days	Fri 3/27/26	Fri 3/27/26



Project: Honeysuckle Ln, Prairie Ln, Verbena Way PS&E - Notice

Task	Inactive Milestone	Start-only	Critical Split
Split	Inactive Summary	Finish-only	Progress
Milestone	Manual Task	External Tasks	Manual Progress
Summary	Duration-only	External Milestone	
Project Summary	Manual Summary Rollup	Deadline	
Inactive Task	Manual Summary	Critical	

Williamson County Small Drainage & Roadway Design Honeysuckle Ln, Prairie Ln, Verbena Way PS&E WA03
Attachment D
Honeysuckle Ln, Prairie Ln, Verbena Way approx 1160'

Task Description	No. of Sheets	Project Principal	Senior Project Manager	Project Manager	Traffic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 1: Project Management													
Progress Review Meetings (3 meetings: Kickoff, 90% and Final)		1		6		3	4					4	**18**
Invoicing and Progress Reports (9 months)				7		5	7				7		**26**
Subconsultants													**0**
QA/QC of Deliverables at 90% and Final		2				12	10						**24**
Labor Hours Subtotal		3	0	13	0	20	21	0	0	0	7	4	**68**
Contract Labor Rate Per Hour		$ 305.00	$ 285.00	$ 257.00	$ 175.00	$ 245.00	$ 200.00	$ 127.00	$ 153.00	$ 111.00	$ 127.00	$ 89.00	
Labor Costs Subtotal		**$ 915.00**	**$ -**	**$ 3,341.00**	**$ -**	**$ 4,900.00**	**$ 4,200.00**	**$ -**	**$ -**	**$ -**	**$ 889.00**	**$ 356.00**	**$ 14,601.00**

Task Description	No. of Sheets	Project Principal	Senior Project Manager	Project Manager	Traffic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 2: Topographic and R.O.W. Surveys													
To be provided by the County													**0**
Labor Hours Subtotal		0	0	0	0	0	0	0	0	0	0	0	**0**
Contract Labor Rate Per Hour		$ 305.00	$ 285.00	$ 257.00	$ 175.00	$ 245.00	$ 200.00	$ 127.00	$ 153.00	$ 111.00	$ 127.00	$ 89.00	
Labor Costs Subtotal		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Task Description	No. of Sheets	Project Principal	Senior Project Manager	Project Manager	Traffic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 3: Preliminary Engineering													
Site Visit & Field Recon						2	2	2					**6**
Data Collection						4	4	4					**12**
Labor Hours Subtotal		0	0	0	0	6	6	6	0	0	0	0	**18**
Contract Labor Rate Per Hour		$ 305.00	$ 285.00	$ 257.00	$ 175.00	$ 245.00	$ 200.00	$ 127.00	$ 153.00	$ 111.00	$ 127.00	$ 89.00	
Labor Costs Subtotal		**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,470.00**	**$ 1,200.00**	**$ 762.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 3,432.00**

Task Description	No. of Sheets	Project Principal	Senior Project Manager	Project Manager	Traffic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 4: Geotechnical Investigation													
To be provided by the County													**0**
Labor Hours Subtotal		0	0	0	0	0	0	0	0	0	0	0	**0**
Contract Labor Rate Per Hour		$ 305.00	$ 285.00	$ 257.00	$ 175.00	$ 245.00	$ 200.00	$ 127.00	$ 153.00	$ 111.00	$ 127.00	$ 89.00	
Labor Costs Subtotal		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Task Description	No. of Sheets	Project Principal	Senior Project Manager	Project Manager	Traffic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 5: Environmental Studies													
N/A													**0**
Labor Hours Subtotal		0	0	0	0	0	0	0	0	0	0	0	**0**
Contract Labor Rate Per Hour		$ 305.00	$ 285.00	$ 257.00	$ 175.00	$ 245.00	$ 200.00	$ 127.00	$ 153.00	$ 111.00	$ 127.00	$ 89.00	
Labor Costs Subtotal		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Task Description	No. of Sheets	Project Principal	Senior Project Manager	Project Manager	Traffic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 6: Utility Coordination													
To be provided by others													**0**
Labor Hours Subtotal		0	0	0	0	0	0	0	0	0	0	0	**0**
Contract Labor Rate Per Hour		$ 305.00	$ 285.00	$ 257.00	$ 175.00	$ 245.00	$ 200.00	$ 127.00	$ 153.00	$ 111.00	$ 127.00	$ 89.00	
Labor Costs Subtotal		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Task Description	No. of Sheets	Project Principal	Senior Project Manager	Project Manager	Traffic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 7: FEMA Coordination													
N/A													**0**
Labor Hours Subtotal		0	0	0	0	0	0	0	0	0	0	0	**0**
Contract Labor Rate Per Hour		$ 305.00	$ 285.00	$ 257.00	$ 175.00	$ 245.00	$ 200.00	$ 127.00	$ 153.00	$ 111.00	$ 127.00	$ 89.00	
Labor Costs Subtotal		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Task Description	No. of Sheets	Project Principal	Senior Project Manager	Project Manager	Traffic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 8: Final Engineering													
Title Sheet / Index of Sheets	1					1	2	8					**11**
Estimate and Quantity Sheet	1					1	2	4					**7**
Project Layout Plan sheets (1"=100')	1					1	4	8					**13**
Typical Sections	1					2	4	12					**18**
Horizontal Alignment Data Sheet	1					1	1	2					**4**
Erosion Control Plan (1"=50')	3					2	4	24					**30**
Roadway Plan & Profile (1"=50')	3					2	4	24					**30**
Driveway Details	1					2	4	24					**30**
Traffic Control Plan Narrative	3					1	2	8					**11**
Detour Layout	3					2	2	18					**22**
Traffic Control Plan	3					2	4	40					**46**
Cross Sections (50' Interval and Driveways)													
3D MODEL				4			8	40					**52**
Cross Sections Sheets	6			4		4	8	24					**40**
Standards	26			1		1	2	4					**8**
Cost Estimate				2		2	8	24					**36**
Governing Specifications & General Notes				2		2	2	4					**10**
Construction Schedule				2			4						**6**
Assemble & Submit 90% Plans				2		2	2	12					**18**
Assemble & Submit 100% Plans				2		2	2	12					**18**
Labor Hours Subtotal		0	0	19	0	30	69	292	0	0	0	0	**410**
Contract Labor Rate Per Hour		$ 305.00	$ 285.00	$ 257.00	$ 175.00	$ 245.00	$ 200.00	$ 127.00	$ 153.00	$ 111.00	$ 127.00	$ 89.00	
Labor Costs Subtotal		**$ -**	**$ -**	**$ 4,883.00**	**$ -**	**$ 7,350.00**	**$ 13,800.00**	**$ 37,084.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 63,117.00**

Task Description	No. of Sheets	Project Principal	Senior Project Manager	Project Manager	Traffic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 9: Bidding Phase Services													
N/A													**0**
Labor Hours Subtotal		0	0	0	0	0	0	0	0	0	0	0	**0**
Contract Labor Rate Per Hour		$ 305.00	$ 285.00	$ 257.00	$ 175.00	$ 245.00	$ 200.00	$ 127.00	$ 153.00	$ 111.00	$ 127.00	$ 89.00	
Labor Costs Subtotal		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Task Description	No. of Sheets	Project Principal	Senior Project Manager	Project Manager	Traffic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 10: Construction Phase Services													
10.1 Review Shop Drawings and RFIs (Assume 2 RFIs)						2	8	8					**18**
10.2 OMITTED													**0**
10.3 Project closout, As-Builts and submittal of electronic files						2	4	4					**10**
Labor Hours Subtotal		0	0	0	0	4	12	12	0	0	0	0	**28**
Contract Labor Rate Per Hour		$ 305.00	$ 285.00	$ 257.00	$ 175.00	$ 245.00	$ 200.00	$ 127.00	$ 153.00	$ 111.00	$ 127.00	$ 89.00	
Labor Costs Subtotal		**$ -**	**$ -**	**$ -**	**$ -**	**$ 980.00**	**$ 2,400.00**	**$ 1,524.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 4,904.00**

DESCRIPTION												TOTAL MH BY TASK	TOTAL COST BY TASK
Task 1: Project Management												**68**	**$ 14,601.00**
Task 2: Topographic and R.O.W. Surveys												**0**	**$ -**
Task 3: Preliminary Engineering												**18**	**$ 3,432.00**
Task 4: Geotechnical Investigation												**0**	**$ -**
Task 5: Environmental Studies												**0**	**$ -**
Task 6: Utility Coordination												**0**	**$ -**
Task 7: FEMA Coordination												**0**	**$ -**
Task 8: Final Engineering												**410**	**$ 63,117.00**
Task 9: Bidding Phase Services												**0**	**$ -**
Task 10: Construction Phase Services												**28**	**$ 4,904.00**
SUBTOTAL LABOR COST												**524**	**$ 86,054.00**

DIRECT EXPENSES

Description	Unit	Cost/Unit	Quantity	Total Cost
Mileage	mile	$ 0.655	250	$ 163.75
Standard Postage - Letter	each	$ 0.58		$ -
Certified Letter Return Receipt	each	$ 7.38		$ -
Overnight Mail - Letter Size	each	$ 26.35		$ -
Overnight Mail - Oversized Box	each	$ 30.00		$ -
Courier Services	each	$ 75.00	2	$ 150.00
Photocopies B/W (8 1/2" x 11")	each	$ 0.15		$ -
Photocopies B/W (11" x 17")	each	$ 0.20	215	$ 43.00
Photocopies Color (8 1/2" x 11")	each	$ 0.75		$ -
Photocopies Color (11" x 17")	each	$ 1.75	215	$ 376.25
Plots (B/W on Bond)	square foot	$ 6.00		$ -
Plots (Color on Bond)	square foot	$ 8.00		$ -
CDs	each	$ 0.50		$ -
SUBTOTAL DIRECT EXPENSES				**$ 733.00**

SUMMARY		
SUBTOTAL LABOR COST		**$ 86,054.00**
SUBTOTAL DIRECT EXPENSE		**$ 733.00**
TOTAL		**$ 86,787.00**

Commissioners Court - Regular Session **30.**

Meeting Date: 04/08/2025

CK Newberry 24IFB40 CO1 County Road Seal Coat FY24

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 1 to contract number 24IFB40 for CK Newberry, LLC a reduction in the amount of $92,418.55 for County Road Seal Coat Spring 2024. Funding Source: 01.0200.0210.003599.

Background

This change order is a balancing change order. All work has been completed. The original contract amount was $1,607,385.90. With the reduction of this Change Order in the amount of $92,418.55, the final contract amount will be $1,514,967.35. This change order decreases the original contract by 5.7%.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CK Newberry 24IFB40 CO1 County Road Seal Coat FY24

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/03/2025 11:24 AM
Form Started By: Vicky Edwards		Started On: 04/03/2025 11:12 AM
Final Approval Date: 04/03/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Contract Award Date:	5/9/2024
Project Number:	*24IFB40*
Funding Source:	*03599*
Roadway:	*Various*

Contractor: **CK NEWBERRY, LLC** **NTP Required:** ☐ Yes ☑ No

Project Name: **County Road Seal Coat FY 24**

Change Order Work Limits: Sta. **All** to Sta. **All**

Type of Change(on federal-aid non-exempt projects): NA (Major/Minor)

Reasons: **2E** (3 Max. - In order of importance - Primary first)

Describe the work being revised:

Miscellaneous Changes In Site Conditions

Work to be performed in accordance with Items: **All**

New or revised plan sheet(s) are attached and numbered: **N/S**

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 4/1/2025

By Stephanie De Los Santos

Typed/Printed Name Stephanie De Los SAntos

Typed/Printed Title Cost Controller

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **($92,418.55)**

Original Contract Amount: **$1,607,385.90**

Total Change Orders To-Date: **1**

Percent Change in Original Contract: **-5.75%**

RECOMMENDED FOR EXECUTION:

James R. Williams 2-APR-2025

Williamson County Construction Staff Date

Matt Williams 4/2/25

Director of Road and Bridge Date

RECOMMENDED FOR EXECUTION:

4/2/25

Department of Infrastructure Date
Williamson County

APPROVED:

3rd Party Signature Date

Presiding Officer of the Date
Williamson County Commissioners Court

WILLIAMSON COUNTY, TEXAS

Change Order *1* *Project #* *24IFB40*

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
316-6175	AGGR (TY-B GR-4 SAC-B)	CY	$125.00	4,531.00	$566,375.00	187.00	4,718.00	$589,750.00	$23,375.00
316-6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	$3.30	237,872.00	$784,977.60	(24,409.00)	213,463.00	$704,427.90	($80,549.70)
500-6001	MOBILIZATION	LS	$160,000.00	1.00	$160,000.00	0.00	1.00	$160,000.00	$0.00
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$5,000.00	2.00	$10,000.00	0.00	2.00	$10,000.00	$0.00
662-6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	$0.50	4,271.00	$2,135.50	(3,651.00)	620.00	$310.00	($1,825.50)
666-6035	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	LF	$1.00	393.00	$393.00	17.00	410.00	$410.00	$17.00
666-6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	$17.00	120.00	$2,040.00	(39.00)	81.00	$1,377.00	($663.00)
666-6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	$0.25	32,440.00	$8,110.00	(14,439.00)	18,001.00	$4,500.25	($3,609.75)
666-6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	$0.60	393.00	$235.80	41.00	434.00	$260.40	$24.60
666-6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	$2.00	120.00	$240.00	(120.00)	0.00	$0.00	($240.00)
666-6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	$0.25	85,420.00	$21,355.00	(42,964.00)	42,456.00	$10,614.00	($10,741.00)
666-6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	LF	$0.40	32,440.00	$12,976.00	(14,453.00)	17,987.00	$7,194.80	($5,781.20)
666-6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	$0.40	85,420.00	$34,168.00	(42,950.00)	42,470.00	$16,988.00	($17,180.00)
672-6009	REFL PAV MRKR TY II-A-A	EA	$15.00	292.00	$4,380.00	317.00	609.00	$9,135.00	$4,755.00
The "Totals" from Table B of the previous work sheet:					$0.00			$0.00	$0.00
					$1,607,385.90			$1,514,967.35	($92,418.55)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session **31.**

Meeting Date: 04/08/2025

Corridor A2 - LJA - SWA#5 to WA#1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplement No. 5 to Work Authorization No. 1 to the Corridor A2 from FM 3349 to SH 95 contract executed on August 17, 2023, between Williamson County and LJA Engineering, Inc. relating to the Corridor A2 schematic phase LTP Corridor project. Project: P628 Fund Source: LTP Corridor

Background

The LJA Engineering, Inc. Supplemental No. 5 to Work Authorization No. 1 is a time extension to continue survey services and extends the termination date to 7/31/2025. This SWA does not increase the contract cap.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Corridor A2 - SWA#5 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/03/2025 01:43 PM
Form Started By: Marie Walters		Started On: 04/02/2025 03:01 PM
Final Approval Date: 04/03/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 5
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD BOND PROJECT:
CORRIDOR A2 from FM 3349 to SH 95

This Supplemental Work Authorization No. 5 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated August 15th, 2023 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and LJA Engineering, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective August 17th, 2023(the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on July 31st, 2025. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Derek Bohls	_____
Printed Name	Printed Name
Vice President	_____
Title	Title
03/13/2025	_____
Date	Date

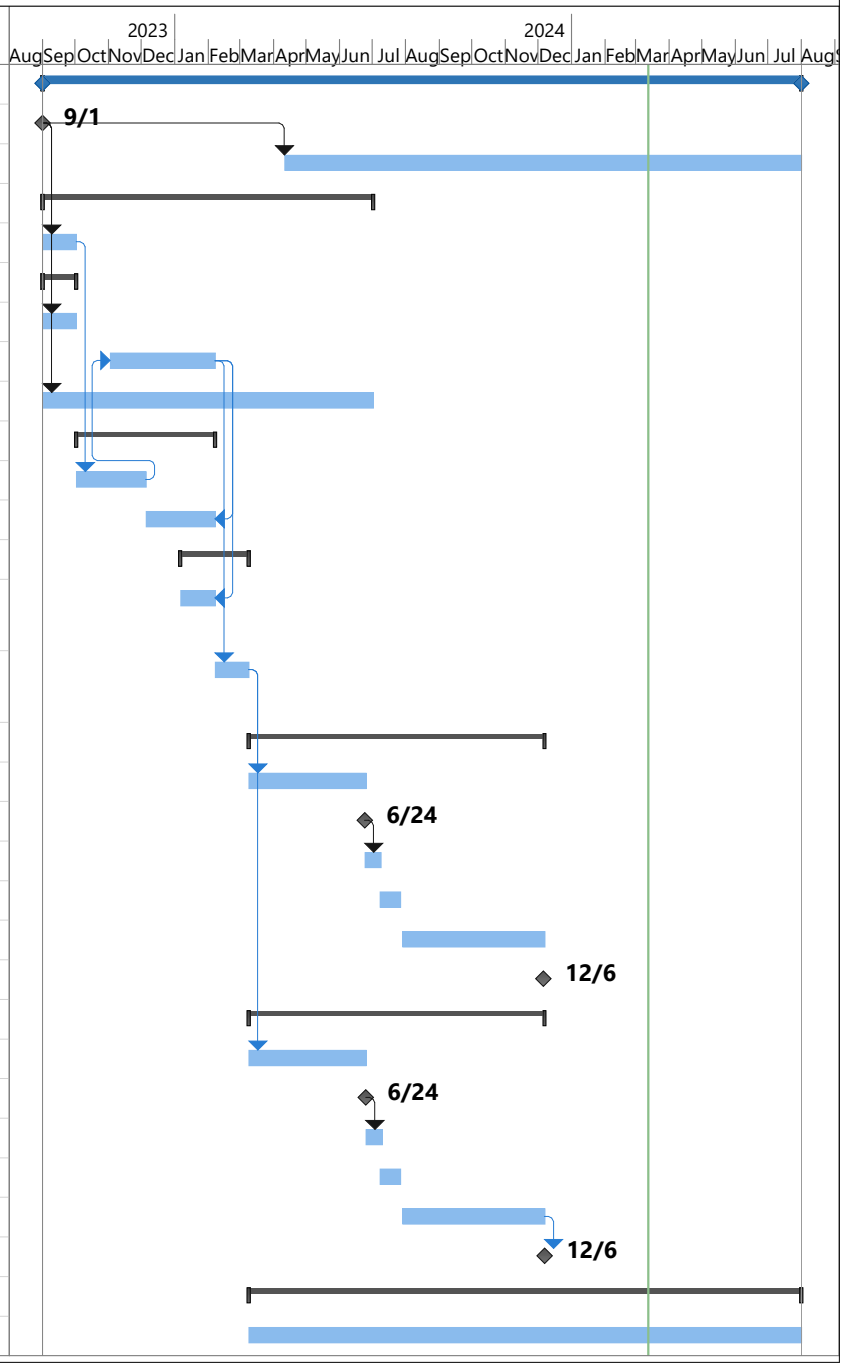
LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 2:37 pm, Apr 01, 2025

Corridor A2
Attachment C

ID	Task Name	Duration	Start	Finish
0	**Corridor A2**	**682 days**	**Fri 9/1/23**	**Thu 7/31/25**
1	NTP	0 days	Fri 9/1/23	Fri 9/1/23
2	Project Management	470 days	Thu 4/11/24	Thu 7/31/25
3	**Route and Design Studies**	**292 days**	**Fri 9/1/23**	**Mon 7/1/24**
4	Data Collection	30 days	Fri 9/1/23	Sun 10/1/23
5	**Environmental**	**30 days**	**Fri 9/1/23**	**Sun 10/1/23**
6	Environmental Due Diligence	30 days	Fri 9/1/23	Sun 10/1/23
7	**Stakeholder Coordination**	90 days	Thu 11/2/23	Tue 2/6/24
8	**ROW Mapping**	291 days	Fri 9/1/23	Mon 7/1/24
9	**Constraints Map**	**120 days**	**Mon 10/2/23**	**Tue 2/6/24**
10	Draft Constraints Map	60 days	Mon 10/2/23	Mon 12/4/23
11	Final Constraints Map	60 days	Tue 12/5/23	Tue 2/6/24
12	**Corridor Route Study**	**60 days**	**Sat 1/6/24**	**Fri 3/8/24**
13	Draft Corridor Route Study Report/Draft Design Summary Form & Typical	30 days	Sat 1/6/24	Tue 2/6/24
14	Final Corridor Route Study Report/Final Design Summary Form & Typical	30 days	Wed 2/7/24	Fri 3/8/24
15	**Schematic Development**	**267 days**	**Sat 3/9/24**	**Fri 12/6/24**
16	Draft Schematic Development	105 days	Sat 3/9/24	Mon 6/24/24
17	Submit Draft Schematic for Review	0 days	Mon 6/24/24	Mon 6/24/24
18	GEC Review	14 days	Mon 6/24/24	Mon 7/8/24
19	Address Review Comments	19 days	Mon 7/8/24	Fri 7/26/24
20	Final Schematic Development	129 days	Mon 7/29/24	Fri 12/6/24
21	Submit Final Schematic	0 days	Fri 12/6/24	Fri 12/6/24
22	**Drainage Study**	**267 days**	**Sat 3/9/24**	**Fri 12/6/24**
23	Draft Drainage Study Development	105 days	Sat 3/9/24	Mon 6/24/24
24	Submit Draft Drainage Study for Review	0 days	Mon 6/24/24	Mon 6/24/24
25	GEC Review	14 days	Tue 6/25/24	Tue 7/9/24
26	Address Review Comments	19 days	Mon 7/8/24	Fri 7/26/24
27	Final Drainage Study Development	129 days	Mon 7/29/24	Fri 12/6/24
28	Submit Final Drainage Study	0 days	Fri 12/6/24	Fri 12/6/24
29	**Survey Services**	**502 days**	**Sat 3/9/24**	**Thu 7/31/25**
30	Parcel Exhibits and Field Notes	502 days	Sat 3/9/24	Thu 7/31/25



Commissioners Court - Regular Session **32.**

Meeting Date: 04/08/2025

CR 134/CR132 Ext - Gannett Fleming - SWA#6 to WA#1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplement No. 6 to Work Authorization No. 1 to the CR 134 / CR 132 Extension (Hutto Arterial) contract executed on April 7, 2020, between Williamson County and Gannett Fleming, Inc. (formerly DEC – Central Texas, LLC) relating to the 2019 Road Bond Program.
Project: P376 Fund Source: Road Bonds

Background

The Gannett Fleming, Inc. (formerly DEC – Central Texas, LLC). Supplemental No. 6 to Work Authorization No. 1 extends the termination date to 5/31/2025. This SWA does not increase the contract cap.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR134/CR132 - SWA#6 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/03/2025 01:43 PM
Form Started By: Marie Walters		Started On: 04/02/2025 03:05 PM
Final Approval Date: 04/03/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _6_
TO
WORK AUTHORIZATION NO. _1_

WILLIAMSON COUNTY ROAD BOND PROJECT:
CR 134 / CR 132 Extension (Hutto Arterial)

This Supplemental Work Authorization No. _6_ to Work Authorization No. _1_ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated April 7, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Gannett Fleming, Inc. (formerly DEC – Central Texas, LLC) (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _1_ dated effective June 1, 2020 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on May 31, 2025. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C".

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

Gannett Fleming, Inc.

By: _____
Signature

Nick Bokaie, P.E
Printed Name

Vice President
Title

3/11/2025
Date

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

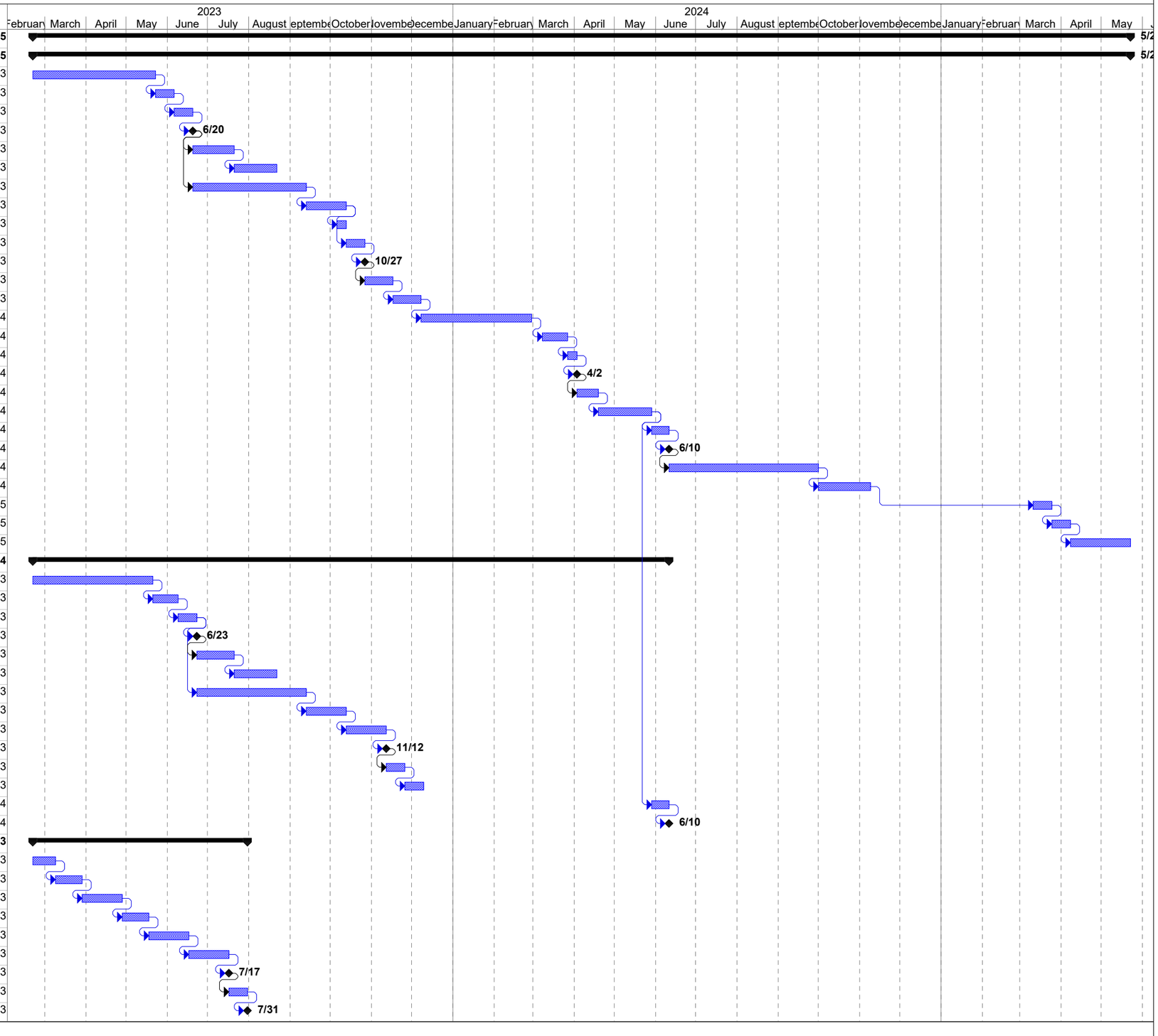
LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 9:34 am, Apr 02, 2025

CR 134 / CR 132 EXTENSION (HUTTO ARTERIAL)
ATTACHMENT C
WORK SCHEDULE
March 4, 2025

ID	Task Name	Duration	Start	Finish
1	**Preliminary Engineering Phase**	**589 days**	**Mon 2/20/23**	**Fri 5/23/25**
2	**Schematic Development**	**589 days**	**Mon 2/20/23**	**Fri 5/23/25**
3	Develop Preliminary Schematic	92 edays	Mon 2/20/23	Tue 5/23/23
4	Prepare Preliminary Engineering Cost Estimate	14 edays	Tue 5/23/23	Tue 6/6/23
5	QA/QC Preliminary Schematic	14 edays	Tue 6/6/23	Tue 6/20/23
6	Preliminary Schematic Submittal	0 edays	Tue 6/20/23	Tue 6/20/23
7	Williamson County Review *	31 edays	Tue 6/20/23	Fri 7/21/23
8	Address Review Comments	32 edays	Fri 7/21/23	Tue 8/22/23
9	TxDOT Review *	85 edays	Tue 6/20/23	Wed 9/13/23
10	Develop Final Schematic	30 edays	Wed 9/13/23	Fri 10/13/23
11	Prepare Final Engineering Cost Estimate	7 edays	Fri 10/6/23	Fri 10/13/23
12	QA/QC Final Schematic	14 edays	Fri 10/13/23	Fri 10/27/23
13	Final Schematic Submittal	0 edays	Fri 10/27/23	Fri 10/27/23
14	Williamson County Review *	21 edays	Fri 10/27/23	Fri 11/17/23
15	Address Review Comments	21 edays	Fri 11/17/23	Fri 12/8/23
16	Developer - TxDOT Coordination - & Hold	83 edays	Fri 12/8/23	Thu 2/29/24
17	Supplemental Approval	19 edays	Thu 3/7/24	Tue 3/26/24
18	Prepare Conceptual FM 1660 N. Connection	7 edays	Tue 3/26/24	Tue 4/2/24
19	Submit Conceptual FM 1660 N. Connection	0 edays	Tue 4/2/24	Tue 4/2/24
20	WilCo Review*	16 edays	Tue 4/2/24	Thu 4/18/24
21	Comment Resolutions & Atlas 14 Coordination	40 edays	Thu 4/18/24	Tue 5/28/24
22	Revise Final Schematic & Tech Memo	13 edays	Tue 5/28/24	Mon 6/10/24
23	Re-submit Final Schematic & Tech Memo	0 edays	Mon 6/10/24	Mon 6/10/24
24	Close Out Commments	112 edays	Mon 6/10/24	Mon 9/30/24
25	Final Invoicing & Project Close Out	39 edays	Mon 9/30/24	Fri 11/8/24
26	**Supplemental WA #6 Approval Process**	14 edays	Tue 3/11/25	Tue 3/25/25
27	**Convert Project CAD Files to 1.00012 Adj Factor**	14 edays	Tue 3/25/25	Tue 4/8/25
28	**Final Invoicing & Project Close Out**	45 edays	Tue 4/8/25	Fri 5/23/25
29	**Drainage Study**	**341 days**	**Mon 2/20/23**	**Mon 6/10/24**
30	Preliminary H&H Study & Modeling	90 edays	Mon 2/20/23	Sun 5/21/23
31	Prepare Schematic Preliminary Drainage Report	19 edays	Sun 5/21/23	Fri 6/9/23
32	QA/QC Schematic Preliminary Drainage Report	14 edays	Fri 6/9/23	Fri 6/23/23
33	Schematic Preliminary Drainage Report Submittal	0 edays	Fri 6/23/23	Fri 6/23/23
34	Williamson County Review *	28 edays	Fri 6/23/23	Fri 7/21/23
35	Address Review Comments	32 edays	Fri 7/21/23	Tue 8/22/23
36	TxDOT Review *	82 edays	Fri 6/23/23	Wed 9/13/23
37	Final H&H Study & Modeling	30 edays	Wed 9/13/23	Fri 10/13/23
38	Prepare & QAQC Schematic Final Drainage Report	30 edays	Fri 10/13/23	Sun 11/12/23
39	Schematic Final Drainage Report Submittal	0 edays	Sun 11/12/23	Sun 11/12/23
40	Williamson County Review *	14 edays	Sun 11/12/23	Sun 11/26/23
41	Address Review Comments	14 edays	Sun 11/26/23	Sun 12/10/23
42	Update Final Drainage Report	13 edays	Tue 5/28/24	Mon 6/10/24
43	Re-Submit Schematic Final Drainage Report	0 edays	Mon 6/10/24	Mon 6/10/24
44	**Environmental Due Diligence Studies**	**115 days**	**Mon 2/20/23**	**Mon 7/31/23**
45	Land Use Geology and Soils	17 edays	Mon 2/20/23	Thu 3/9/23
46	Water Resources	20 edays	Thu 3/9/23	Wed 3/29/23
47	Waters of the US and Wetlands	30 edays	Wed 3/29/23	Fri 4/28/23
48	Biological Resourses	20 edays	Fri 4/28/23	Thu 5/18/23
49	Hazardous Contraints	30 edays	Thu 5/18/23	Sat 6/17/23
50	Cultural Resources	30 edays	Sat 6/17/23	Mon 7/17/23
51	Due Diligence Report Submittal	0 edays	Mon 7/17/23	Mon 7/17/23
52	Williamson County Review *	14 edays	Mon 7/17/23	Mon 7/31/23
53	Final Environmental Summary Report Submittal	0 edays	Mon 7/31/23	Mon 7/31/23



Assumptions:
No SUE, Field Surveys, Right-of-Entries, Pulbic Involvement, Endangered Species Act, TxDOT NEPA, NWP coordination, or Water Quality Analysis

Notes: * Should review times exceed those shown in this exhibit, the schedule will be adjusted accordingly.

Commissioners Court - Regular Session **33.**

Meeting Date: 04/08/2025

Red Bud Lane - SWCA - WA#9

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Red Bud Lane Work Authorization No. 9 to the Road Bond On-Call Environmental Services contract executed on May 9, 2024, between Williamson County and SWCA Environmental Consultants relating to the 2023 Road Bond Program. Project: P657 Fund Source: Road Bonds

Background

The SWCA Environmental Consultants Work Authorization No. 9 is for a desktop memorandum which will include background review and recommendations to the Texas Historical Commission (THC) in the amount of $5,090.00 and the termination date is 12/31/2025. This SWA does not increase the contract cap.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Red Bud Lane - SWCA - WA#9

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/03/2025 01:43 PM
Form Started By: Marie Walters		Started On: 04/02/2025 03:10 PM
Final Approval Date: 04/03/2025		

EXHIBIT C

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 9
PROJECT: Red Bud Lane

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Environmental Services, being dated May 9, 2024, and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and SWCA Environmental Consultants (the "Firm").

Part 1. The Firm will provide the following Environmental Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $5,090.00.

Part 3. Payment to the Firm for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on December 31, 2025. The Firm's Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Firm understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Firm that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued next page

EXECUTED this _____.

FIRM:	COUNTY:
SWCA Environmental Consultants	Williamson County, Texas
By:_____	By:_____
Signature	Signature
Matthew McMillan	_____
Printed Name	Printed Name
Natural Resources Director – Austin	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A – Services to be Provided by the County

Attachment B – Services to be Provided by the Firm

Attachment C – Work Schedule

Attachment D – Fee Schedule

APPROVED
By Christen Eschberger at 2:57 pm, Apr 01, 2025

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
FOR THE RED BUD LANE PROJECT

WORK AUTHORIZATION NO. 9
PROJECT: Red Bud Lane –
Environmental Services

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.

2. Assistance to the Firm, as necessary, with obtaining data and information from other local, regional, State, and Federal agencies required for this project.

3. Obtain Rights of Entry from landowners that are unwilling to grant access to the Firm.

4. Provide available appropriate County data on file, plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).

5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

6. Provide timely reviews and decisions necessary for the Firm to maintain the project work schedule. Review recommendations offered by the Firm, progress of work, and final acceptance of all documents.

7. Submittal of documentation to regulatory agencies for review and comment, when specified.

8. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

9. Post and maintain project information for public consumption on the County website.

10. Assist with Coordination between the Firm and the County's other subconsultants.

11. Negotiate with all utility companies for any agreements and/or relocations required.

12. Provide an agent as necessary to secure proposed right-of-way.

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
FOR THE RED BUD LANE PROJECT

13. Provide construction observation and review contractor pay applications and progress.

14. Provide Firm with Contractor submittals, Requests for Information, shop drawings, and correspondence.

15. Review Firm progress, submittals, and plan changes.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE FIRM
FOR THE RED BUD LANE PROJECT

WORK AUTHORIZATION NO. 9
PROJECT: Red Bud Lane –
Environmental Services

The County proposes improvements to Red Bud Lane from Gattis School Road to 0.25 mile north of Sate Highway (SH) 45 and also drainage improvements (i.e., culvert improvements, ditch grading) along the channel between Santolina Lane and Homestead Drive (the project). The proposed project would occur entirely within existing Red Bud Lane right-of-way and within an existing drainage ditch located inside a roughly 33-year-old suburban residential development. The Red Bud Lane portion of the project is approximately 0.5 mile long and the drainage improvements occur at three locations, totaling approximately 0.2 mile long. The Firm received the design plans on March 11, 2025, as shown in Figure 1.

Because the proposed project is sponsored by Williamson County (County), a political subdivision of the State of Texas, the project is also subject to the Antiquities Code of Texas (ACT). It is SWCA's understanding that the project has no federal nexus and would not be subject to Section 106 of the National Historic Preservation Act (NHPA).

Environmental services will be provided upon the request of the County as needed for the project, including:

- A desktop memorandum which will include a description of the project, background review, and recommendations for no survey for review by the Texas Historical Commission (THC).

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE FIRM
FOR THE RED BUD LANE PROJECT

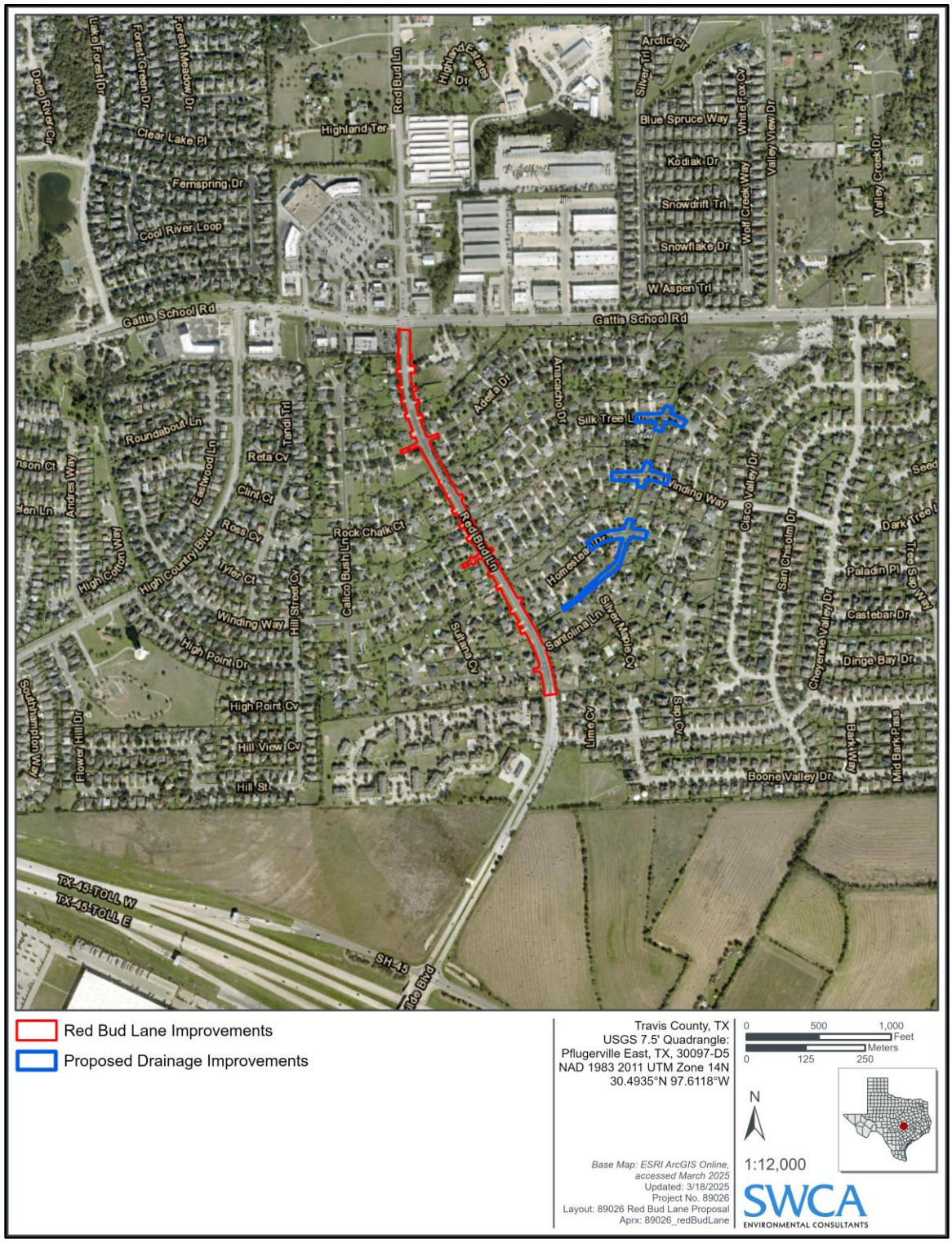


Figure 1. Project location map.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE FIRM
FOR THE RED BUD LANE PROJECT

Phase 01: Project Management

For Phase 01, the Firm is using modified scope language from the County's typical work authorization describing project management.

1. COMMUNICATION:
    a. Firm shall designate one environmental consultant (Texas) to be responsible for the project management, and all communications with the County and its representatives.

2. MONTHLY PROGRESS REPORTS, INVOICES, & BILLINGS (**9** months assumed):
    a. Submit monthly progress status reports to the County. Progress reports will include tasks completed, tasks/objectives that are planned for the upcoming periods, and lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report.

    b. Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

3. PROJECT COORDINATION & ADMINISTRATION:
    a. Prepare and maintain routine project record keeping, including records of meetings and minutes.

    b. Correspondence and coordination will be handled through and with the concurrence of the County.

    c. Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Firm's team/staff, coordinate and review subconsultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.

4. PROGRESS/COORDINATION MEETINGS (**2** virtual meetings assumed):
    a. Attend a kickoff meeting and coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.

    b. Conduct internal coordination meetings as required to advance the development of the project.

5. PROJECT DOCUMENTS/FILES:
    a. All contract documents, including native files, shall be turned over to the County at each milestone and at the completion of the project or as requested. Documents shall be posted to the County's project management database.

6. DELIVERABLES:
    a. Monthly Invoices and Progress Reports including Deliverable Table
    b. Meeting Minutes, Sign-In Sheets, and Agendas
    c. Project Files

Phase 02: Texas Antiquities Code (TAC) Compliance

The Firm will prepare a desktop memorandum with recommendations for no archaeological survey based on data collection and the proposed project area. No archaeological surveys are expected to be required due to level of previous disturbance(s) within the proposed project area.

Deliverables

The Firm will prepare a desktop memorandum which will include a description of the project, background review, and recommendations for no survey. Within 4 weeks of Notice to Proceed, the Firm will provide the County with a draft report in electronic format (PDF) for review and comment. The Firm will respond to one round of comments and will provide the County with a final version of the report in electronic format within 2 weeks of receiving comments. Once approved by the County, the Firm will submit the letter report to the THC for concurrence.

Phase 02 Assumptions

- No field visit is anticipated.
- The estimated cost does not include archaeological investigations or ACT permitting, which would require a Supplemental Work Authorization.
- The estimated cost does not include intensive-level archival research or mitigation tasks, which would require a Supplemental Work Authorization.

The Firm offers the Work Authorization described herein on a time-and-materials basis, not to exceed the agreed-upon compensation cap, per the terms listed in the current Master Services Agreement between the Firm and the County.

ATTACHMENT C
WORK SCHEDULE
FOR THE RED BUD LANE PROJECT

WORK AUTHORIZATION NO. 9
PROJECT: Red Bud Lane –
Environmental Services

The Firm is prepared to begin work immediately upon receiving a Notice to Proceed (NTP) for the work schedule provided for assigned tasks as given. Schedule of anticipated milestones and deliverables is below; however, the contract will remain in place until December 31, 2025.

Milestone Description	Start	No. Days	April	May	June	July
Project Start	4/1/2025					
Draft letter submittal to County	4/1/2025	30				
Review period by County	5/1/2025	14				
Firm updates to comments from County	5/15/2025	7				
Texas Historical Commission review	5/22/2025	30				
Firm updates to comments from Texas Historical Commission	6/23/2025	14				
Final letter submittal to County	7/7/2025					

ATTACHMENT D
FEE SCHEDULE
FOR THE RED BUD LANE PROJECT

WORK AUTHORIZATION NO. 9
PROJECT: Red Bud Lane – Environmental Services

Table 1. Anticipated Fee Details

Project Role	Rate	Phase 01 - Project Management		Phase 02 - Texas Antiquities Code (TAC) Compliance		Total Hours	Total Charge
		Hours	Charge	Hours	Charge		
Specialist I	$77.00	0	$0.00	0	$0.00	0	$0.00
Specialist II	$91.00	0	$0.00	0	$0.00	0	$0.00
Specialist III	$104.00	3	$312.00	0	$0.00	3	$312.00
Specialist IV	$114.00	0	$0.00	0	$0.00	0	$0.00
Specialist V	$123.00	0	$0.00	10	$1,230.00	10	$1,230.00
Specialist VI	$137.00	0	$0.00	6	$822.00	6	$822.00
Specialist VII	$147.00	0	$0.00	5	$735.00	5	$735.00
Specialist VIII	$158.00	5	$790.00	5	$790.00	10	$1,580.00
Specialist IX	$169.00	0	$0.00	1	$169.00	1	$169.00
Specialist X	$189.00	0	$0.00	0	$0.00	0	$0.00
Specialist XI	$207.00	0	$0.00	0	$0.00	0	$0.00
Specialist XII	$226.00	0	$0.00	0	$0.00	0	$0.00
Subject Matter Expert	$230.00	0	$0.00	0	$0.00	0	$0.00
Subject Matter Expert	$242.00	0	$0.00	1	$242.00	1	$242.00
Total Labor						**36**	**$5,090.00**

Commissioners Court - Regular Session **34.**

Meeting Date: 04/08/2025

Liberty Hill Bypass (Seg 3)- LJA - SWA#2 to WA#1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplement No. 2 to Work Authorization No. 1 to the Liberty Hill Bypass East (Segment 3) contract executed on March 19, 2024, between Williamson County and LJA Engineering, Inc. relating to the 2023 Road Bond Program. Project: P663 Fund Source: Road Bonds

Background

The LJA Engineering, Inc. Supplemental No. 2 to Work Authorization No. 1 is for a Hazardous Analysis in the amount of $70,744.60 increasing the maximum payable from $2,555,219.29 to $2,625,963.89. This SWA increase stays under the contract cap.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Liberty Hill Bypass (Seg 3)- LJA - SWA#2 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/03/2025 01:43 PM
Form Started By: Marie Walters		Started On: 04/02/2025 03:26 PM
Final Approval Date: 04/03/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD BOND PROJECT:
Liberty Hill Bypass East (Segment 3)

This Supplemental Work Authorization No. _2_ to Work Authorization No. _1_ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated __March__ _19th_, 20_24_ ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____LJA Engineering_____ (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _1_ dated effective __March__ _22nd_, 20_24_ (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).

II. The maximum amount payable for services under the Work Authorization is hereby increased by $_70,744.60_ from $_2,555,219.29_ to $_2,625,963.89_. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Derek Bohls, PE	
Printed Name	Printed Name
Vice President	
Title	Title
3/25/2025	
Date	Date

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Engineer

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 10:53 am, Apr 02, 2025

ATTACHMENT B

Project Description

A highway overcrossing is being designed near Liberty Hill and passes over an existing CapMetro rail line. The design of the overcrossing could create unintentional safety hazards to operation and maintenance of CapMetro's rail line. The purpose of this hazard analysis is to identify hazards that have an impact to the CapMetro rail lines operations and to identify mitigations to lower the risk of the hazards taking place to the lowest practicable level.

Cost Estimate Assumptions and Notes

The hazard analysis process for the Liberty Hill overcrossing will consist of the following:

- Review project provided drawings, specifications, project design criteria, and codes required as part of this project.
- Hold one Hazard Analysis workshop with the design team and applicable stakeholders deemed appropriate to identify potential hazards and mitigation measures.
- Develop a 60% draft, identifying safety risks at the crossing, potential mitigations, hazard risk index rating pre and post mitigation, update with all final mitigations, and provide a final hazard risk rating from the 100%
- Develop a draft and final narrative document that explains the hazard analysis process, hazard risk ratings, and provides a summary of pre and post mitigation totals per hazard rating.

Deliverables:

- Draft and Final Hazard Analysis Matrix
- Draft and Final Hazard Analysis Narrative

Assumptions:

- Project documents will be furnished to the dss+ Project Team as they are developed at the 60% and 100% designs.
- Designers will participate in the workshop and provide any comments within the specified comment period.
- No onsite visits required.
- Schedule below is followed.

Proposed Schedule:

- Estimated NTP: February 14, 2025, through December 31, 2025
- Develop Draft 60% Hazard Analysis and Narrative: February 17 to April 1, 2025
- Workshop with Design Team Week of April 7, 2025
- Completed 100% Hazard Analysis and Narrative September 28 to October 28, 2025
- Present to CapMetro for Review Week of November 3, 2025
- CapMetro Review Period November 10-21, 2025
- Develop Final Hazard Analysis and Narrative November 24 to December 5, 2025

Cost Breakdown Table

	Liberty Overcrossing Hazard Analysis Period of Performance = NTP through Dec 31, 2025					
	Scope of Work	**Project Manager**	**Sr. Systems Safety Engineer**	**Systems Safety Engineer**	**Total Hours**	**Total Dollars By Subtask**
	Contract Labor Rates	**$ 258.32**	**$ 228.99**	**$ 200.74**		
1.0	**Project Management**					
1.1	Prepare for and Hold Project Kick Off Meeting	2	2	2	6	$ 1,376.10
1.2	Hold Monthly Progress Meetings and prepare progress reports.	10	10	10	30	$ 6,880.50
	Subtotal	**12**	**12**	**12**	**36**	**$ 8,256.60**
2.0	**MP 23.53 Hazard Analysis**					
2.1	Review Project Documents, Drawings, Specs and Requirements	8	16	16	40	$ 8,942.24
2.2	Attend Design Meetings to Support Design Team and CapMetro Interface	12	24	12	48	$ 11,004.48
2.3	Develop Draft 30% Crossing HA and Narrative	24	24	32	80	$ 18,119.12
2.4	Prepare for and Hold HA Workshop	8	8	8	24	$ 5,504.40
2.5	Update HA and Narrative to with Workshop Comments	4	8	8	20	$ 4,471.12
2.6	Closeout PHA with 100% Drawings	8	16	16	40	$ 8,942.24
2.7	Develop Final Draft Comments and Final Documents, Present to CapMetro	8	8	8	24	$ 5,504.40
	Subtotal	**72**	**104**	**100**	**276**	**$ 62,488.00**
	Total Labor Hours	**84**	**116**	**112**	**312**	
	Total Labor Fee	**$ 21,698.88**	**$ 26,562.84**	**$ 22,482.88**		**$ 70,744.60**
	Total Other Direct Expenses (ODCs)	**$ -**				**N/A**
	Total Cost					**$ 70,744.60**

Commissioners Court - Regular Session **35.**

Meeting Date: 04/08/2025

Final plat for the Gindin subdivision – Pct 4

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Gindin subdivision – Precinct 4.

Background

This subdivision consists of 2 single-family lots and no new roads. It is also located in the City of Pflugerville's ETJ.

Timeline

2024-10-29 – initial submittal of the final plat
2024-11-27 – 1st review complete with comments
2024-12-30 – 2nd submittal of final plat
2025-01-14 – 2nd review complete with comments
2025-02-07 – 3rd submittal of final plat
2025-02-21 – 3rd review complete with minor comments
2025-04-01 – receipt of City of Pflugerville approval
2025-04-01 – receipt of final plat with signatures
2025-04-02 – 4th review complete with comments clear
2025-04-03 – final plat placed on the April 8, 2025 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

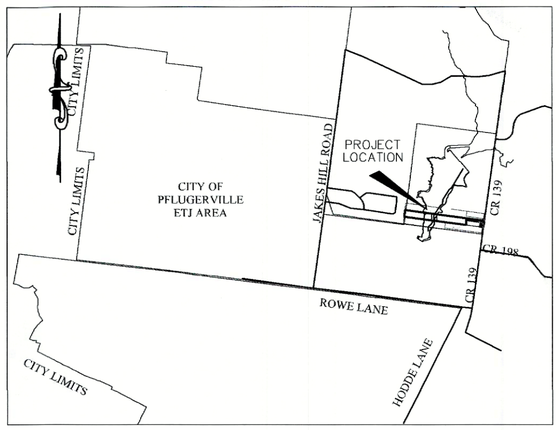
final plat - Gindin

Form Review

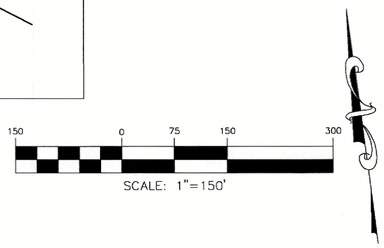
Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/03/2025 01:43 PM
Form Started By: Adam Boatright		Started On: 04/03/2025 11:43 AM
Final Approval Date: 04/03/2025		

FINAL PLAT OF
GINDIN SUBDIVISION
OUT OF THE M. WILBARGER SURVEY, ABSTRACT NO. 663,
PFLUGERVILLE (ETJ) WILLIAMSON COUNTY, TEXAS

VICINITY MAP



SCALE: 1" = 3000'



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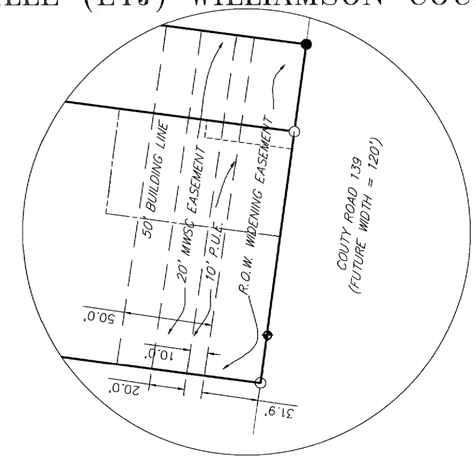

DETAIL "A"
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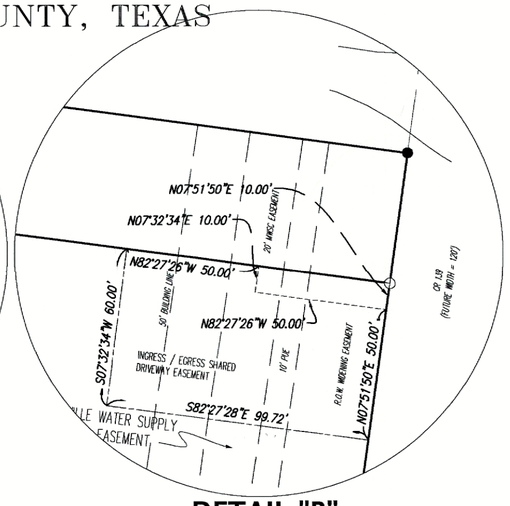

DETAIL "B"
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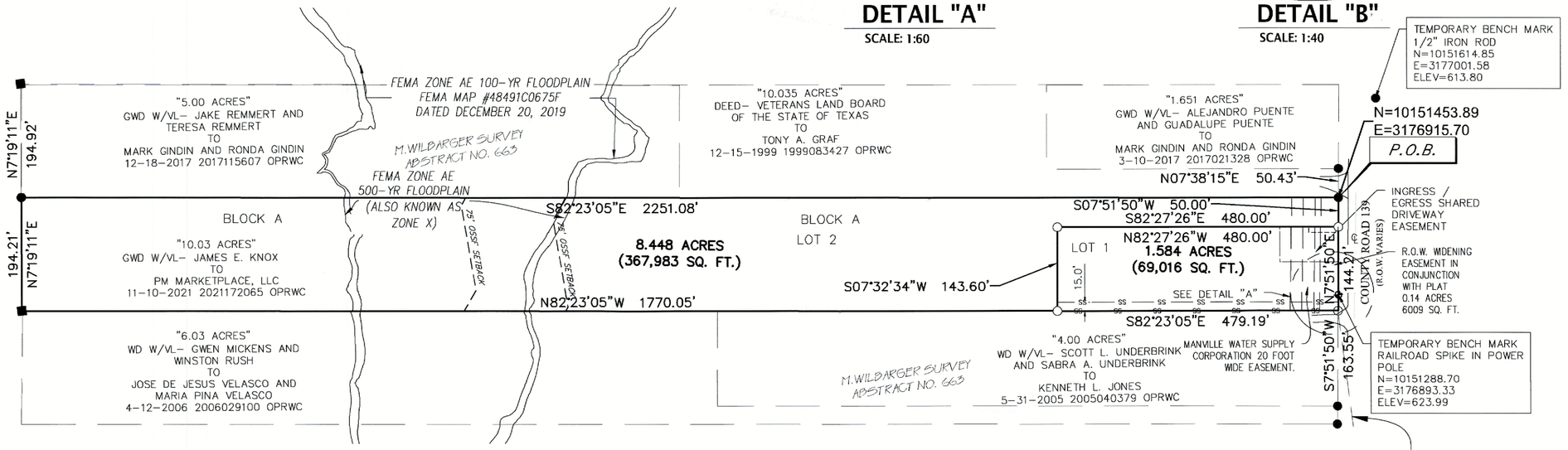


TEMPORARY BENCH MARK
1/2" IRON ROD
N=10151614.85
E=3177001.58
ELEV=613.80

LEGEND

- IRON ROD FOUND
- IRON ROD SET
- BENCHMARK
- CITY LIMITS/ETJ
- SANITARY SEWER EASEMENT HERBY DEDICATED
  PLEASE SEE DETAILS FOR OTHER LINETYPE IDENTIFICATIONS
- DEED LINES
- BOUNDARY LINES
- JOINT USE INGREES / EGRESS EASEMENT

UTILITY PROVIDERS:
WATER: - MANVILLE WATER SUPPLY CORPORATION
ELECTRICITY: ONCOR ELECTRIC
SEWAGE: THE CITY OF PFLUGERVILLE WILL BE THE WASTEWATER PROVIDER, SEE THE WASTEWATER WAIVER ON SHEET 3.

ABBREVIATIONS
FND. - FOUND
I.R. - IRON ROD
I.P. - IRON PIPE
R.O.W. - RIGHT-OF-WAY
DRWC - DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
ORWC - OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
OPRWC - OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
WD - WARRANTY DEED
GWD - GENERAL WARRANTY DEED
SWD - SPECIAL WARRANTY DEED
W/VL - DEED WITH VENDOR'S LIEN
WCR - WILLIAMSON COUNTY ROAD

FP2024-000308

OWNERS:
PM MARKETPLACE LLC
1808 COUNTY ROAD 139,
HUTTO, TEXAS 78634

SURVEYOR:
BRUCE BRYAN, RPLS
BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TEXAS 76574
512-352-9090

ENGINEER:
HAGOOD ENGINEERING ASSOCIATES, INC.
900 EAST MAIN STREET
ROUND ROCK, TX 78664
512-244-1546
TBPE FIRM NO.F-12709

LEGAL DESCRIPTION:
10.032 ACRE TRACT OF LAND IN THE M. WILBARGER SURVEY, ABSTRACT NO. 663, WILLAMSON COUNTY, TEXAS,

PATENT SURVEY:
M. WILBARGER SURVEY NO. 8
ABSTRACT NO. 663

TOTAL NUMBER OF BLOCKS: 1
TOTAL NUMBER OF LOTS: 2
LOT 1 - 1.584 ACRES
LOT 2 - 8.448 ACRES
PROPOSED LAND USE: RESIDENTIAL
LINEAR FEET OF NEW STREETS: 0

TOTAL ACREAGE: 10.032 ACRES

SUBMITTAL DATE:
10-29-2024

BENCHMARK DESCRIPTION:
TEMPORARY BENCH MARK
RAILROAD SPIKE IN POWER POLE
N=10151288.70
E=2176893.33
ELEVATION=623.99
TEMPORARY BENCH MARK
1/2" IRON ROD
N=10151614.85
E=3177001.58
ELEV=613.80

(NAVD 88, GEOID MODEL 2012B)

FINAL PLAT OF
GINDIN SUBDIVISION

10.032 ACRES TRACT OUT OF THE M. WILBARGER SURVEY, ABSTRACT NO. 663, WILLIAMSON COUNTY, TEXAS

BRYAN TECHNICAL SERVICES, INC.

911 NORTH MAIN
TAYLOR, TX 76574

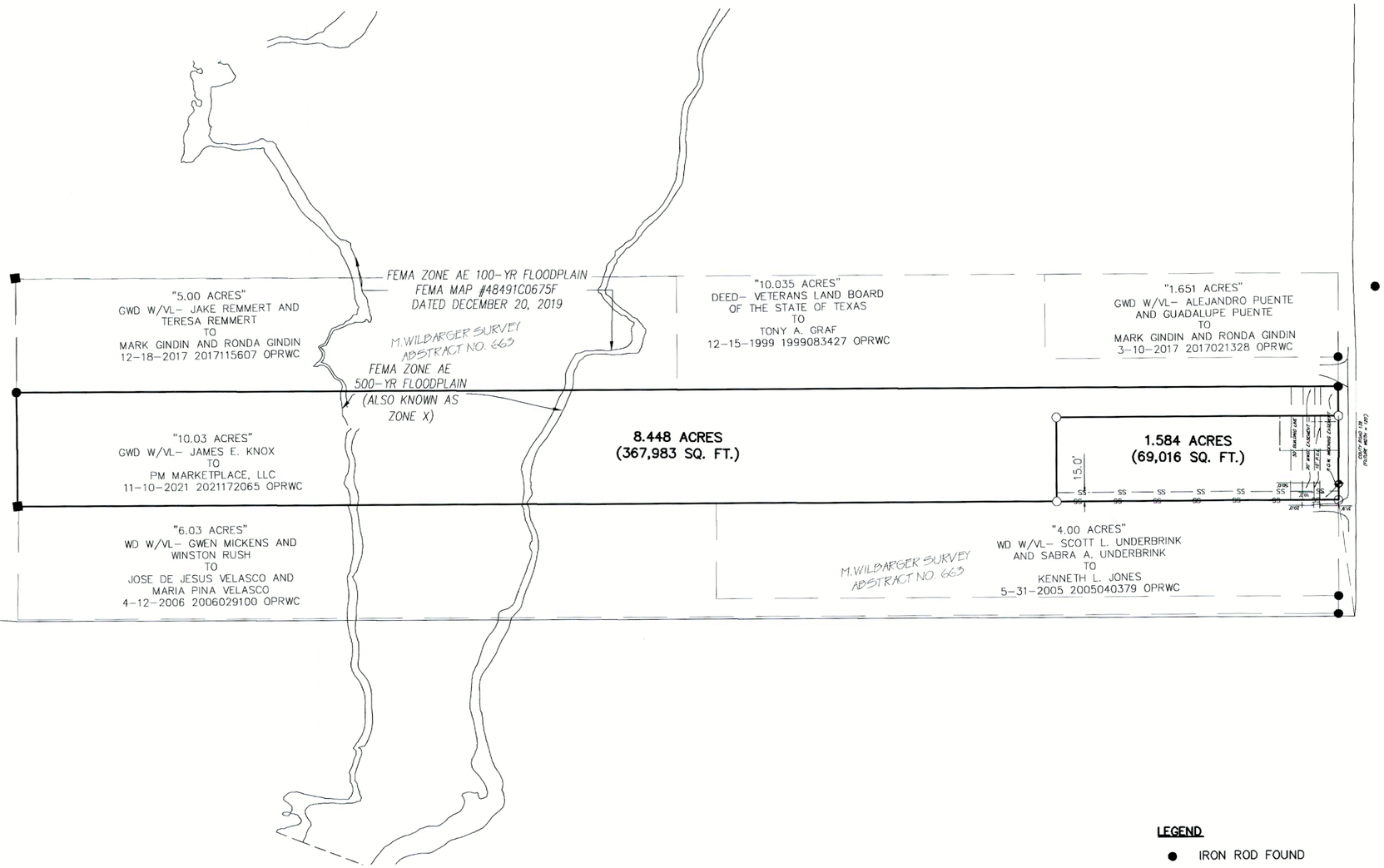
PHONE: (512) 352-9090

FIRM No. 10128500

www.bryantechnicalservices.com

DRAWN BY: BLB	CHECKED BY: BLB
SCALE: 1" = 150'	APPROVED BY: BLB
PROJECT NO. 22-713	DATE: 09-05-2024

FINAL PLAT OF
GINDIN SUBDIVISION
OUT OF THE M. WILBARGER SURVEY, ABSTRACT NO. 663, PFLUGERVILLE (ETJ), WILLIAMSON COUNTY, TEXAS



LEGEND

- ● IRON ROD FOUND
- ○ IRON ROD SET
- ⊕ BENCHMARK
- ▭ CITY LIMITS/ETJ

ABBREVIATIONS

FND. – FOUND
I.R. – IRON ROD
I.P. – IRON PIPE
R.O.W. – RIGHT-OF-WAY
DRWC – DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
ORWC – OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
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WD – WARRANTY DEED
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SWD – SPECIAL WARRANTY DEED
W/VL – DEED WITH VENDOR'S LIEN
WCR – WILLIAMSON COUNTY ROAD

THIS SHEET IS FOR VISUAL PURPOSE ONLY

OWNERS:
PM MARKETPLACE LLC
1808 COUNTY ROAD 139,
HUTTO, TEXAS 78634

SURVEYOR:
BRUCE BRYAN, RPLS
BRYAN TECHNICAL SERVICES, INC.
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ENGINEER:
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TBPE FIRM NO.F-12709

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10.032 ACRE TRACT OF LAND IN THE M. WILBARGER SURVEY, ABSTRACT NO. 663, WILLAMSON COUNTY, TEXAS,

PATENT SURVEY:
M. WILBARGER SURVEY NO. 8
ABSTRACT NO. 663

TOTAL NUMBER OF BLOCKS: 1
TOTAL NUMBER OF LOTS: 2
PROPOSED LAND USE: RESIDENTIAL
LINEAR FEET OF NEW STREETS: 0

TOTAL ACREAGE: 10.032 ACRES

SUBMITTAL DATE:
12-16-2024

BENCHMARK DESCRIPTION:
TEMPORARY BENCH MARK
RAILROAD SPIKE IN POWER POLE
N=10151288.70
E=2176893.33
ELEVATION=623.99
TEMPORARY BENCH MARK
1/2" IRON ROD
N=10151614.85
E=3177001.58
ELEV=613.80

(NAVD 88, GEOID MODEL 2012B)

FINAL PLAT OF
GINDIN SUBDIVISION

10.032 ACRES TRACT OUT OF THE M. WILBARGER SURVEY, ABSTRACT NO. 663, WILLIAMSON COUNTY, TEXAS

BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TX 76574
PHONE: (512) 352-9090
FIRM No. 10128500
www.bryantechnicalservices.com

DRAWN BY: BLB	CHECKED BY: BLB
SCALE: 1" = 150'	APPROVED BY: BLB
PROJECT NO. 22-713	DATE: 09-05-2024

FP2024-000308

Z:\AUTOCAD\ENGINEERING - HAGOOD\22-713 GINDIN SUBDIVISION CR 139 HUTTO\CAD FILE BTS\22-713 - FINAL PLAT 01-15-25.dwg 3/13/2025 5:57 PM

FINAL PLAT OF
GINDIN SUBDIVISION
OUT OF THE M. WILBARGER SURVEY, ABSTRACT NO. 663,
PFLUGERVILLE (ETJ), WILLIAMSON COUNTY, TEXAS

MANVILLE W.S.C. EASEMENT NOTES

GRANTOR SHALL HAVE THE RIGHT TO USE THE SURFACE OF THE EASEMENT TRACT FOR THOSE PURPOSES WHICH DO NOT CONFLICT WITH GRANTEE'S SUBSURFACE USE BUT SHALL KEEP THE EASEMENT TRACT FREE AND CLEAR OF BUILDINGS, LANDSCAPING, TREES, FENCES OR WALLS, COMMERCIAL SIGNAGE, AND ENTRY-WAY MONUMENT SIGNS. IN THE EVENT GRANTOR INSTALLS A DRIVEWAY OVER AND ACROSS THE EASEMENT HEREIN GRANTED, ALL MANVILLE LINES BENEATH THE SAID DRIVEWAY SHALL BE SLEEVED AT GRANTOR'S EXPENSE. GRANTOR SHALL NOT CONSTRUCT ANY OBSTRUCTION ON THE EASEMENT PROPERTY, AND ANY IMPROVEMENT MADE BY GRANTOR MUST COMPLY WITH ALL APPLICABLE MUNICIPAL OR OTHER GOVERNMENTAL ORDINANCES, CODES, AND ENGINEERING GUIDELINES. GRANTOR SHALL OBTAIN GRANTEE'S PERMISSION AND APPROVAL PRIOR TO THE START OF CONSTRUCTION OF IMPROVEMENTS.

IN THE EVENT THAT THE SURFACE CONDITION OF THE EASEMENT TRACT IS DISTURBED AS A RESULT OF ANY MAINTENANCE, REPAIR, OR CONSTRUCTION ACTIVITIES BY GRANTEE OR ITS AGENTS, EMPLOYEES OR CONTRACTORS, WITHIN THE EASEMENT, GRANTEE SHALL BE RESPONSIBLE TO RESTORE THE EASEMENT PROPERTY ARISING FROM SUCH DISTURBANCE. IN THE EVENT GRANTEE IS REQUIRED TO REMOVE OR ALTER UNAUTHORIZED SURFACE IMPROVEMENTS WITHIN THE EASEMENT, GRANTEE SHALL HAVE NO RESPONSIBILITY FOR REPAIR OR RESTORATION OF THE EASEMENT PROPERTY ARISING FROM SUCH DISTURBANCE. GRANTEE SHALL BE SOLELY RESPONSIBLE FOR PERFORMING ALL MAINTENANCE AND REPAIR OF THE FACILITIES AND AGREES TO MAINTAIN ALL THE FACILITIES IN A GOOD CONDITION AND REPAIR AT ALL TIMES. GRANTEE HAS FULL RESPONSIBILITY FOR THE IMPROVEMENT AND MAINTENANCE OF THE EASEMENT PROPERTY. GRANTEE IS AUTHORIZED TO REMOVE AND RELOCATE VEGETATION FENCES OR OTHER IMPROVEMENTS ON THE EASEMENT PROPERTY OR ALONG ITS BOUNDARY LINES WHEN NECESSARY, IN THE JUDGMENT OF GRANTEE, TO CONSTRUCT, MAINTAIN, REPAIR, REMOVE OR REPLACE THE FACILITIES. GRANTEE SHALL NOT BE REQUIRED TO REPAIR OR REPLACE TO THEIR ORIGINAL CONDITION ANY LANDSCAPING, VEGETATION, DRIVEWAYS, PARKING AREAS OR OTHER IMPROVEMENTS ON THE EASEMENT PROPERTY THAT ARE OR MAY BE DAMAGED IN CONNECTION WITH THE PLACEMENT, CONSTRUCTION, INSTALLATION, REPLACEMENT, REPAIR, MAINTENANCE, RELOCATION, REMOVAL OR OPERATION OF THE PERMITTED FACILITIES WITHIN THE EASEMENT.

CITY OF PFLUGERVILLE ONSITE SANITARY SEWER FACILITY WAIVER

City staff has evaluated the Variance request based on the proposed pending revision to the Final Plat as to be provided to Williamson County. Separate from this request, the Plat is not to be included with determination of the OSSF waiver request. The Engineer of Record (EOR) for the proposed site development has requested for the 10.0-acre lot to be subdivided into two (2) lots, as City requests a minimum of 1.5 acres each respectively, with 0.5 acres for use within front 5.0 total acres. Each lot shall be limited to one single family residence with a maximum square foot impervious cover allowed by code. The City of Pflugerville will provide approval based on the following allowances are maintained and NOT modified, with the Williamson County process. At this time the City of Pflugerville is unable to provide wastewater service and will permit the allowance of an OSSF based on a residential land use and if for any reason in the future, the land use changes or property owner(s) determine they would like to add a commercial use, they would be required to submit a request to the City for approval of wastewater service AND redevelopment would require connection to City sewer services provided and OSSF would be removed.

City APPROVES waiver, with following CONDITIONS as a copy of this correspondence must be submitted with corresponding plat to Williamson County for approval of their permit. Conditional items below:

1. Waiver approval of OSSF for residential lots at least 1.5-acre and does not extend to approving other aspects of FINAL plan such as the specific configuration of the lots
2. Require site development continue to work with the City's Planning Department to create a plat that complies with City and County requirements in all other aspects (such as legal access), etc.
3. Require each lot pay the required wastewater impact fee at the time of development of the lot, even if a wastewater system is not yet available to them
4. Require development to install a "dry" wastewater collection system from each of the lots to the County Road 139 right-of-way
5. The "dry" system should be as shallow as code allows while still providing gravity flow service to each of the lots
6. During the interim, if City wastewater not available, the sewer coming out of each home would flow into an onsite septic system; the onsite system shall be designed so that with installation of a simple connection/closure piece, the home can be switched from onsite septic service to flow to the wastewater collection system when City wastewater available to carry the flow to County Road 139
7. The closure piece and transition from septic to the gravity wastewater system shall not occur until the gravity sewer system is connected (by others) to the City of Pflugerville's wastewater conveyance and treatment system, so that the system can then become an active/"wet" system.
8. Each home would be under the obligation (by plat or other instrument) to properly abandon their septic system in accordance with code and connect to the City wastewater system when the gravity flow wastewater system becomes available
9. Each home will be charged the standard monthly wastewater billing rate starting with the month that gravity City sewer service becomes available to the subdivision, regardless of whether that home has connected to the gravity system yet or not.

10.032 ACRES

THESE NOTES DESCRIBE THAT CERTAIN TRACT OF LAND SITUATED IN THE M. WILBARGER SURVEY, ABSTRACT NO. 663, AND LOCATED IN WILLIAMSON COUNTY, TEXAS; SUBJECT TRACT BEING ALL OF A CALLED "10.03 ACRES" CONVEYED IN AN GENERAL WARRANTY DEED WITH VENDOR'S LIEN FROM JAMES E. KNOX TO PM MARKETPLACE, LLC, DATED 11-10-2021 AND RECORDED IN DOCUMENT NO. 2021172065 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY (OPRWC); BEING SURVEYED ON THE GROUND UNDER THE DIRECT SUPERVISION OF BRUCE LANE BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4249, DURING THE MONTH OF SEPTEMBER 2022, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE WEST LINE OF COUNTY ROAD 139, BEING THE NORTHEAST CORNER OF SAID "10.03 ACRES" AND THE SOUTHEAST CORNER OF A CALLED "10.035 ACRES" CONVEYED IN A DEED FROM VETERANS LAND BOARD OF THE STATE OF TEXAS TO TONY A. GRAF, DATED 12-15-1999 AND RECORDED IN DOCUMENT NO. 1999083427 (OPRWC), FROM WHICH A 1/2" IRON ROD FOUND (CAPPED "PREMIER") BEING THE LOWER NORTHEAST CORNER OF AFOREMENTIONED "10.035 ACRES", BEARS NORTH 07° 38' 15"EAST, A DISTANCE OF 50.43 FEET;

THENCE NORTH 82° 23' 05"WEST, ALONG THE NORTH LINE OF SAID "10.03 ACRES" AND THE SOUTH LINE OF SAID "10.035 ACRES", ALSO FOLLOWING THE SOUTH LINE OF A CALLED "5.00 ACRES" CONVEYED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN FROM JAKE REMMERT AND TERESE REMMERT TO MARK GINDIN AND RONDA GINDIN, DATED 12-18-2017 AND RECORDED IN DOCUMENT NO. 2017118607 (OPRWC), A DISTANCE OF 2251.09 FEET, TO A 1/2" IRON ROD SET (CAPPED BTS) FALLING IN THE WEST LINE OF SAID "10.03. ACRES" AND THE EAST LINE OF MORNINGSIDE ESTATES, A SUBDIVISION RECORDED IN CABINET F, SLIDE 123 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, BEING THE NORTHWEST CORNER OF SAID "10.03 ACRES" AND THE SOUTHWEST CORNER OF AFOREMENTIONED "5.00 ACRES", FOR REFERENCE, A FOUND CONCRETE MONUMENT, BEING THE NORTHWEST CORNER FOR THE AFOREMENTIONED "5.00 ACRES", BEARS NORTH 07° 19' 11"EAST, A DISTANCE OF 194.92 FEET;

THENCE SOUTH 07° 19' 11"EAST, ALONG THE WEST LINE OF SAID "10.03 ACRES" AND THE EAST LINE OF SAID MORNINGSIDE ESTATES, A DISTANCE OF 194.21 FEET, TO A CONCRETE MONUMENT FOUND IN THE SOUTH LINE OF SAID "10.03 ACRES", SAME BEING THE NORTH LINE OF A CALLED "6.03 ACRES" CONVEYED IN A WARRANTY DEED WITH VENDOR'S LIEN FROM GWEN MICKENS AND WINSTON RUSH TO JOSE DE JESUS VELASCO AND MARIA PINA VELASCO, DATED 4-12-2006 AND RECORDED IN DOCUMENT NO. 2006029100 (OPRWC), BEING THE SOUTHWEST CORNER OF SAID "10.03 ACRES" AND THE NORTHWEST CORNER OF SAID "6.03 ACRES";

THENCE SOUTH 82° 23' 05"EAST, ALONG THE SOUTH LINE OF SAID "10.03 ACRES" AND THE NORTH LINE OF SAID "6.03 ACRES", ALSO FOLLOWING THE NORTH LINE OF A CALLED "4.00 ACRES" CONVEYED IN A WARRANTY DEED WITH VENDOR'S LIEN FROM SCOTT L. UNDERBRINK AND SABRA A. UNDERBRINK TO KENNETH L. JONES, DATED 5-31-2005 AND RECORDED IN DOCUMENT NO. 2005040379 (OPRWC), A DISTANCE OF 2249.24 FEET, TO A 1/2" IRON ROD SET (CAPPED BTS) BEING THE SOUTHEAST CORNER OF SAID "10.03 ACRES" AND BEING THE NORTHEAST CORNER OF SAID "4.00 ACRES", FOR REFERENCE, A 1/2" IRON ROD FOUND BEING THE SOUTHEAST CORNER OF AFOREMENTIONED "4.00 ACRES", BEARS SOUTH 07° 51' 50"WEST, A DISTANCE OF 163.55 FEET;

THENCE NORTH 07° 51' 50"EAST, ALONG THE EAST LINE OF SAID "10.03 ACRES" AND THE WEST LINE OF COUNTY ROAD 139, A DISTANCE OF 194.21 FEET, TO THE POINT OF BEGINNING, CONTAINING ACCORDING TO THE DIMENSIONS HEREIN STATED, AN AREA OF 10.032 ACRES.

SURVEYOR'S CERTIFICATION

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

THAT I, BRUCE L. BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF PFLUGERVILLE, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TAYLOR WILLIAMSON COUNTY, TEXAS, THIS 25TH DAY OF SEPTEMBER, 2023.

BRUCE L. BRYAN
REGISTERED PROFESSIONAL SURVEYOR
NO. 4249 STATE OF TEXAS

STATE OF TEXAS
REGISTERED
BRUCE LANE BRYAN
4249
PROFESSIONAL
LAND SURVEYOR

FINAL PLAT OF
GINDIN SUBDIVISION

10.032 ACRES TRACT OUT OF THE M. WILBARGER SURVEY, ABSTRACT NO. 663, WILLIAMSON COUNTY, TEXAS

BRYAN TECHNICAL SERVICES, INC.

911 NORTH MAIN
TAYLOR, TX 76574

PHONE: (512) 352-9090

FIRM No. 10128500

www.bryantechnicalservices.com

DRAWN BY: BLB	CHECKED BY: BLB
SCALE: NONE	APPROVED BY: BLB
PROJECT NO. 22-713	DATE: 09-05-2024

FP2024-000308

FINAL PLAT OF
GINDIN SUBDIVISION
OUT OF THE M. WILBARGER SURVEY, ABSTRACT NO. 663,
PFLUGERVILLE (ETJ), WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY PLAT NOTES:

1. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

2. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

3. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

4. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

5. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

6. ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

7. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.

8. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.

9. LOTS 1 AND 2 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.

10. A MINIMUM LOWEST FINISHED FLOOR ELEVATION (FFE) FOR BUILDINGS SHALL BE ESTABLISHED FOR EACH LOT ADJACENT TO THE FLOODPLAIN. TO MINIMIZE FLOODING OF THE BUILDING, THIS MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE ADJACENT FINISHED GRADE AND ONE FOOT ABOVE BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA) WHERE THE ACCESS IS DESIGNED BY A PROFESSIONAL ENGINEER. RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT ONE FOOT ABOVE THE BFE.

11. LOT 2 IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0575F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.

12. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR LOT 2 PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION

13. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY USING FEMA EFFECTIVE 500-YR FLOODPLAIN AS 100 -YR ATLAS 14 FLOODPLAIN

14. FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF PLATTING, BUT MAY BE SUPERSEDED AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.

15. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.2, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE PLAT HAS THREE OR LESS LOTS FOR SINGLE FAMILY RESIDENTIAL USE, WITH LESS THAN 20% IMPERVIOUS COVER PER LOT.

16. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

17. MINIMUM FINISHED FLOOR ELEVATION (FFE) FOR LOT 2 IS 612.0'.

18. THE MINIMUM FINISHED FLOOR ELEVATION (FFE) FOR LOT 2 SHOWN ON THIS PLAT IS DETERMINED BY ADDING AT LEAST 1 FOOT ABOVE THE PRE-ATLAS 14, FEMA 500 YEAR WATER SURFACE ELEVATION.

19. MINIMUM FINISHED FLOOR ELEVATIONS PROVIDED ON THIS PLAT ARE FOR REFERENCE ONLY. THE FINAL MINIMUM FINISHED FLOOR ELEVATION SHALL BE ESTABLISHED BY THE FLOODPLAIN ADMINISTRATOR AT THE TIME OF PERMITTING.

20. THIS PLAT IS SUBJECT TO ONE OR MORE EASEMENTS OWNED BY THE UPPER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT (DISTRICT) FOR INSTALLATION, ACCESS, OPERATION, MAINTENANCE, AND REPAIR OF DAM NO. 22. EASEMENT RIGHTS ALSO INCLUDE THE RIGHT FOR TEMPORARY STORAGE OF FLOOD WATER AND SOME PERMANENT INUNDATION. ANY ENCROACHMENT INCLUDING, BUT NOT LIMITED TO, OBSTRUCTIONS, FILL, GRADING, ETC. IN THE EASEMENT AREAS REQUIRE DISTRICT APPROVAL. FOR FULL DISTRICT RIGHTS AND OWNER RESTRICTIONS, CONSULT THE DISTRICT ENCROACHMENT POLICY AND MANUAL AVAILABLE AT UBCDAMS.ORG AND THE APPLICABLE EASEMENT(S) OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS, ORIGINAL EASEMENTS FOR DAM NO. 22 INCLUDE DOCUMENT NUMBER(S) 19582970, 19582971, 19582972 AND 19582973.

21. COUNTY ROAD NO. 139 IS NOW A PROPOSED ARTERIAL ROUTE WITH A PROPOSED 120' R.O.W. WIDTH PER CITY OF PFLUGERVILLE LONG RANGE TRANSPORTATION PLANS.

22. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

23. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

24. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD

CITY OF PFLUGERVILLE PLAT NOTES:

1. THIS PLAT LIES WITHIN THE CITY OF PFLUGERVILLE'S EXTRA TERRITORIAL JURISDICTION.
2. THE CITY OF PFLUGERVILLE WILL BE THE WASTEWATER PROVIDER, SEE THE WASTEWATER WAVIER ON SHEET 3.
3. WATER SHALL BE PROVIDED BY **MANVILLE WATER SUPPLY CORPORATION** NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO WATER.
4. A 10-FT PUE SHALL BE DEDICATED TO THE CITY OF PFLUGERVILLE ALONG ALL STREET FRONTAGES.
5. EASEMENT(S) DEDICATED TO THE PUBLIC BY THIS PLAT SHALL ALSO BE SUBJECT TO THE TERMS AND CONDITIONS OF THE ENGINEERING DESIGN MANUAL PER ORDINANCE NO. 1206-15-02-24. THE GRANTOR **PM MARKET PLACE LLC**, HEIRS, SUCCESSORS AND ASSIGNS SHALL RETAIN THE OBLIGATION TO MAINTAIN THE SURFACE OF THE EASEMENT PROPERTY, INCLUDING THE OBLIGATION TO REGULARLY MOW OR CUT BACK VEGETATION AND TO KEEP THE SURFACE OF THE EASEMENT PROPERTY FREE OF LITTER, DEBRIS, AND TRASH.
6. NO IMPROVEMENTS INCLUDING BUT NOT LIMITED TO STRUCTURES, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A PUBLIC EASEMENT, EXCEPT AS APPROVED BY THE CITY.
7. THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR THE PLACEMENT, CONSTRUCTION, INSTALLATION, REPLACEMENT, REPAIR, MAINTENANCE, RELOCATION, REMOVAL, OPERATION AND INSPECTION OF SUCH DRAINAGE AND UTILITY FACILITIES, AND RELATED APPURTENANCES.
8. NO SIDEWALK WILL BE CONSTRUCTED.
9. THIS SUBDIVISION IS SUBJECT TO ALL CITY OF PFLUGERVILLE ORDINANCES OR TECHNICAL MANUALS RELATED TO TREE PRESERVATION PER CITY ORDINANCE# 1203-15-02-24 AND CITY RESOLUTION# 1224-09-08-25-8A.
10. THE COMMUNITY IMPACT FEE RATE FOR WATER AND WASTEWATER IS HEREBY ACCESSED AND ESTABLISHED ACCORDING TO THE CITY OF PFLUGERVILLE ORDINANCE NO. 1441-20-04-14. COMMUNITY IMPACT FEES FOR INDIVIDUAL LOTS SHALL BE PAID PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT.
11. THIS SUBDIVISION SHALL MITIGATE POST-DEVELOPMENT PEAK RUNOFF RATES FOR THE 2 YEAR, 25 YEAR AND 100 YEAR STORM EVENTS.
12. ALL ELECTRIC UTILITY INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO TELEPHONE, CABLE TELEVISION, ELECTRIC UTILITY LATERAL AND SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE ENGINEERING DESIGN MANUAL AS AMENDED.
13. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF PFLUGERVILLE.
14. CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF PFLUGERVILLE PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
15. ALL PROPOSED FENCES, WALLS AND LANDSCAPING ADJACENT TO INTERSECTING PUBLIC ROADWAY RIGHT-OF-WAY OR ADJACENT TO PRIVATE ACCESS DRIVES SHALL BE IN COMPLIANCE WITH THE SITE DISTANCE REQUIREMENTS OF THE CITY OF PFLUGERVILLE ENGINEERING DESIGN MANUAL, AS AMENDED.
16. WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY) AND STATE BOARD OF INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE PLATTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
17. THE ASSESSED ROADWAY IMPACT FEE IS HEREBY ASSESSED AND ESTABLISHED ACCORDING TO THE CITY OF PFLUGERVILLE ORDINANCE NO. 1470-20-11-24. ROADWAY IMPACT FEES WILL BE PAID PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT.
18. PUBLIC IMPROVEMENTS NEEDED TO SERVE THIS DEVELOPMENT MUST BE FULLY BUILT AND ACCEPTED BY THE CITY OR 110% FISCAL SURETY PROVIDED BEFORE THE FINAL PLAT CAN BE RECORDED.
19. THIS PLAT IS SUBJECT TO A SUBDIVISION WAIVER FROM SECTION 15.16, SUBDIVISION DESIGN STANDARDS, TO ALLOW FOR A RIGHT-OF-WAY FRONTAGE TO BE REDUCED TO 50 FEET, ALOOW FOR THE ELONGATED AREA OF A PROPOSED FLAG LOT TO EXCEED 100 FEET AND TO ALLOW FOR DRIVEWAY SPACING TO BE REDUCED TO 50 FEET. VARIANCE WAS APPROVED BY CITY OF PFLUGERVILLE PLANNING AND ZONING COMMISSION ON 05-01-2023
20. COUNTY ROAD NO. 139 IS NOW A PROPOSED ARTERIAL ROUTE WITH A PROPOSED 120' R.O.W. WIDTH PER CITY OF PFLUGERVILLE LONG RANGE TRANSPORTATION PLANS.

SCALE:

FP2024-000308

FINAL PLAT OF
GINDIN SUBDIVISION

10.032 ACRES TRACT OUT OF THE M. WILBARGER SURVEY, ABSTRACT NO. 663, WILLIAMSON COUNTY, TEXAS

BRYAN TECHNICAL SERVICES, INC.

911 NORTH MAIN
TAYLOR, TX 76574

PHONE: (512) 352-9090

FIRM No. 10128500

www.bryantechnicalservices.com

DRAWN BY: BLB	CHECKED BY: BLB
NONE	APPROVED BY: BLB
PROJECT NO. 22-713	DATE: 09-05-2024

FINAL PLAT OF
GINDIN SUBDIVISION
OUT OF THE M. WILBARGER SURVEY, ABSTRACT NO. 663,
PFLUGERVILLE (ETJ), WILLIAMSON COUNTY, TEXAS

OWNER'S SIGNATURE BLOCK

STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

PM MARKETPLACE, LLC, OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. **2021172065** OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY AND THE CITY OF PFLUGERVILLE MAY DEEM APPROPRIATE AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS **GINDIN SUBDIVISION, PLAT**.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 24 DAY OF March, 2025.

Ronda Gindin

PM MARKETPLACE LLC
RONDA GINDIN, AUTHORIZED PERSON FOR PM MARKETPLACE, LLC
1808 COUNTY ROAD 139
HUTTO, TEXAS 78634

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED **RONDA GINDIN**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24 DAY OF March, 2025.

Deborah A. Bauerkemper

NOTARY PUBLIC IN AND FOR THE STATE OF T

DEBORAH A. BAUERKEMPER
MY COMMISSION EXPIRES
NOVEMBER 30, 2025
NOTARY ID: 125511524

MY COMMISSION EXPIRES ON: November 30, 2025

OWNER'S SIGNATURE BLOCK

STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

PM MARKETPLACE, LLC, OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. **2021172065** OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY AND THE CITY OF PFLUGERVILLE MAY DEEM APPROPRIATE AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS **GINDIN SUBDIVISION, PLAT**

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 24 DAY OF March, 2025.

Mark Gindin

PM MARKETPLACE LLC
MARK GINDIN, AUTHORIZED PERSON FOR PM MARKETPLACE, LLC
1808 COUNTY ROAD 139
HUTTO, TEXAS 78634

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED **MARK GINDIN**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24 DAY OF March, 2025

Deborah A. Bauerkemper

NOTARY PUBLIC IN AND FOR THE STATE O

DEBORAH A. BAUERKEMPER
MY COMMISSION EXPIRES
NOVEMBER 30, 2025
NOTARY ID: 125511524

MY COMMISSION EXPIRES ON: November 30, 2025

LIEN HOLDER

STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

I, Anthem Bank & Trust, LIEN HOLDER OF THE CERTAIN 10.032 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. **2021172065** OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF PFLUGERVILLE TO THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF FLUGERVILLE MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS **GINDIN SUBDIVISION, PLAT** BEING WITHIN THE ETJ OF THE CITY OF PFLUGERVILLE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 28th DAY OF March, 2025.

Dianna Gordon, SVP.

ANTHEM BANK & TRUST
PO BOX 563
PLAQUEMINE, LA 70765

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED DIANNA GORDON, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 28 DAY OF March, 2025.

Sheree N Ryan

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SHEREE N RYAN
Notary ID #133650592
My Commission Expires
March 16, 2026

MY COMMISSION EXPIRES ON: March 16, 2026

ENGINEER'S CERTIFICATION

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

THAT I, **TERRY HAGOOD**, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS ENCROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER **48491C0675F**, EFFECTIVE DATE **DECEMBER 20, 2019**, AND THAT EACH LOT CONFORMS TO THE CITY OF PFLUGERVILLE REGULATIONS.
THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT ROUND ROCK WILLIAMSON COUNTY, TEXAS, THIS 24th DAY OF MARCH, 2025.

Terry R. Hagood

TERRY R. HAGOOD
REGISTERED PROFESSIONAL ENGINEER
NO. **52960** STATE OF TEXAS

STATE OF TEXAS
TERRY R. HAGOOD
52960
REGISTERED
PROFESSIONAL ENGINEER

CITY CERTIFICATION FOR MINOR PLAT

APPROVED THIS DAY OF_____, 2025, BY THE PLANNING DIRECTOR OF THE CITY OF PFLUGERVILLE, TEXAS ON BEHALF OF THE CITY OF PFLUGERVILLE.

JEREMY FRAZZELL, PLANNING DIRECTOR

ATTEST:

TRISTA EVANS, CITY SECRETARY

WILLIAMSON COUNTY ENGINEER

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Adam D. Boatright, PE 4/2/2025

ADAM D. BOATRIGHT, PE DATE
WILLIAMSON COUNTY ENGINEER

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 24 DAY OF March, 2025, A.D.

Cindy Bridges

WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

COUNTY CLERK'S CERTIFICATION

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____DAY OF_____ A.D. 2025 , AT _____ O'CLOCK ___M. AND DULY RECORDED ON THE ___DAY OF _____, A.D. 2025 AT _____O'CLOCK ___M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN DOCUMENT

NO._____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST ABOVE WRITTEN.

NANCY RISTER, CLERK, COUNTY COURT OF
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

FP2024-000308

FINAL PLAT OF
GINDIN SUBDIVISION

10.032 ACRES TRACT OUT OF THE M. WILBARGER SURVEY, ABSTRACT NO. 663, WILLIAMSON COUNTY, TEXAS

BRYAN TECHNICAL SERVICES, INC.

911 NORTH MAIN
TAYLOR, TX 76574

PHONE: (512) 352-9090

FIRM No. 10128500

www.bryantechnicalservices.com

DRAWN BY: BLB	CHECKED BY: BLB
SCALE: NONE	APPROVED BY: BLB
PROJECT NO. 22-713	DATE: 09-05-2024

Commissioners Court - Regular Session **36.**

Meeting Date: 04/08/2025

Indigent/Abandoned Burial

Submitted By: Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (James Richard Shannon) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	04/03/2025 09:11 PM
Form Started By: Andrea Schiele		Started On: 04/03/2025 08:31 PM
Final Approval Date: 04/03/2025		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(James Richard Shannon)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

James Richard Shannon (SSN xxx-xx-5688) passed away on March 17, 2025, at the age of 70, at St. David Round Rock Medical Center located at 2400 Round Rock Ave., Round Rock, Texas 78681, Williamson County.

The Court also finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expense. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment

falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.,* permanent disposition of remains by entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT costs of cremation of the deceased be paid by Williamson County, Texas in accordance with its policies and regulations and that Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this 8th day of April 2025.

_____
Presiding Officer of Commissioner Court

Commissioners Court - Regular Session **37.**

Meeting Date: 04/08/2025

Indigent/Abandoned Burial

Submitted By: Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Verna Jean Tibbs) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Eternal Peace Funeral Services to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	04/03/2025 09:11 PM
Form Started By: Andrea Schiele		Started On: 04/03/2025 08:33 PM
Final Approval Date: 04/03/2025		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Verna Jean Tibbs)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Verna Jean Tibbs (SSN xxx-xx-2662) passed away on March 17, 2025, at the age of 69, at Round Rock Heart Hospital located at 2400 Round Rock Ave, Round Rock, Texas, 78681, Williamson County.

The Court also finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expense. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment

falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.,* permanent disposition of remains by entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT costs of cremation of the deceased be paid by Williamson County, Texas in accordance with its policies and regulations and that Eternal Peace Funeral Services is granted authority to cremate the deceased.

Signed and entered this 8th day of April 2025.

_____
Presiding Officer of Commissioner Court

Commissioners Court - Regular Session **38.**

Meeting Date: 04/08/2025

Child Abuse Prevention and Awareness Month 2025

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a proclamation designating April 2025 as Child Abuse Prevention and Awareness Month in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Child Abuse Prevention and Awareness Month Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/03/2025 10:26 AM
Form Started By: Garry Brown		Started On: 04/02/2025 04:42 PM
Final Approval Date: 04/03/2025		

PROCLAMATION

WHEREAS, every child deserves to grow up in a safe, nurturing environment free from abuse and neglect; and

WHEREAS, child abuse and neglect does not discriminate and affects children of all ages, races, and socioeconomic backgrounds and poses a threat to their physical, emotional, and developmental health; and

WHEREAS, in the last fiscal year, the Williamson County Child Advocacy Center reviewed 6,396 intakes of alleged child abuse in Fiscal Year 2024, (5,298 in 2023, 5469 in 2022,), 3,452 so far since October 1, 2024, conducted 968 forensic interviews (917 in 2023, 779 in 2022,), with 58% of cases involving sexual abuse, 25% physical abuses, and 10% neglect, and they provided 429 medical exams; and

WHEREAS, preventing child abuse requires collaboration among families, communities, organizations, and government entities to create safe, stable, and nurturing environments for all children; and

WHEREAS, the Williamson County Commissioners Court continues to recognize the importance of promoting awareness and prevention efforts to address the wide-spread issue of the harm done to our youngest residents through the support we give to the Williamson County Child Advocacy Center, which served 569 families through advocacy, delivered trauma therapy to 241 individuals, and educated 24,197 individuals on child safety through K-12 student education and staff education and organizational trainings; and

WHEREAS, the Child Advocacy Center plays a pivotal role in providing a safe and supportive space for children who have been abused, offering comprehensive services that promote healing for both the child victims and their non-offending family members and invests in prevention that not only supports healthy child development but also significantly reduces long-term costs to society.

NOW THEREFORE BE IT RESOLVED, that the Williamson County Commissioners Court hereby proclaims April 2025 as Child Abuse Prevention and Awareness Month in Williamson County, supporting efforts that empower families, train community members, and foster partnerships with local law enforcement and child-serving providers to create safer environments for children.

AND BE IT FURTHER RESOLVED, that we call upon all residents, organizations, and community leaders to join together in a shared effort to prevent child abuse, raise awareness of its impact, and support the vital work of the Williamson County Children's Advocacy Center in providing hope and healing for children and families.

Passed by Commissioners Court and Signed on this date: _____

_____

Valerie Covey, Presiding Officer

On behalf of the Williamson County Commissioners Court Members

Commissioners Court - Regular Session **39.**

Meeting Date: 04/08/2025

Mental Health Update

Submitted For: Cynthia Long **Submitted By:** Pierce Kathy, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an update on Williamson County's mental health system by Bluebonnet Trails Community Services.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/05/2025 02:47 PM
Form Started By: Pierce Kathy		Started On: 03/02/2025 01:53 PM
Final Approval Date: 03/05/2025		

Commissioners Court - Regular Session **40.**

Meeting Date: 04/08/2025

Representative Wilson Courthouse Lease

Submitted By: Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a District Office Lease Contract between Representative Terry M. Wilson, a Member of the House of Representatives of the State of Texas; the Committee on House Administration of the Texas House of Representatives of the State of Texas, as Lessee; and Williamson County, Texas, as Lessor, for the office space located at Williamson County Courthouse, 710 Main Street, Suite 242, Georgetown, Texas 78626, for a term commencing January 1, 2025 and ending December 31, 2026.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

District Office Lease Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	04/03/2025 11:20 AM
Form Started By: Andrea Schiele		Started On: 04/02/2025 09:37 AM
Final Approval Date: 04/03/2025		

State of Texas
House of Representatives

DISTRICT OFFICE LEASE CONTRACT

This lease is entered into between **Williamson County**, herein referred to as Lessor, and the Committee on House Administration of the Texas House of Representatives of the State of Texas, herein referred to as Lessee, for the benefit of **Terry M. Wilson**, a Member of the House of Representatives of the State of Texas, herein referred to as Member.

For and in consideration of the covenants, conditions, and provisions contained in this instrument, Lessor hereby leases to Lessee the following described property located in **Williamson** County, Texas. The address of the leased property is:

710 Main Street, Suite 242	**Georgetown**	**78626**
Street Address, Suite, etc.	City	Zip Code

(which includes approximately **100** square feet of floor space), with all the rights easements, and appurtenances belonging thereto and usually had and enjoyed therewith, on the terms and condition contained herein.

I.

The term of this lease begins **1/1/25** (Month Day, Year) and ends **12/31/26** (Lease must end on or prior to January 14, 2027) but the Lessor understands and agrees that the Lessee may cancel this lease, without penalty, if funds for its continuation are not provided for the next fiscal period or if the Member, for whose benefit this lease is made, ceases to be a Member of the House of Representatives.

II.

Lessee has the option to renew this lease for an additional period of **12 Months** for the same monthly rental and under the same conditions, covenants, and provisions applicable under this lease during the primary term. To exercise the option, Lessee must give written notice of its election to do so to Lessor not later than 30 days before the expiration of the primary term of the lease.

III.

As rental for the leased premises, Lessee will pay Lessor the sum of **$ 200.00** per month, which shall be paid solely from the funds of the House of Representatives. However, the Lessor agrees that the liability of the House of Representatives to pay the rental is limited to the amount of money in the Member's operating account. If the Member's account is depleted, the House of Representatives may immediately notify the Lessor in writing. Until further notice, neither the House of Representatives nor the State of Texas is responsible for any rent that accrues after the date of the notice. The Lessor may thereupon, terminate the lease or allow the Member to continue to occupy the leasehold on terms mutually agreeable to the Lessor and the Member.

IV.

The leased premises will be used by the Member of the House of Representatives named herein as an office to be used in connection with his/her official business as a State Representative.

V.

Although this lease is for the purpose of providing office space for the Member named in this instrument, no title, credits, allowances, premiums, or anything of value shall inure to the benefit of the Member at any time because of this agreement. (Under Art. III, Sec 18, of the Texas Constitution, neither the legislator nor his firm may contract with the State of Texas if the subject of the contract was authorized or funded by a legislature of which the individual was a member.) The Member named in this lease is not related in the first degree by marriage, or through blood relationship, to anyone who has a financial interest,

either directly or indirectly, in the property leased by the House of Representatives for this said Member. Any agreement contrary to this paragraph renders the lease null and void and renders Lessor liable for the refund of all payments paid hereunder together with interest on that at 10 percent annum, reasonable attorney's fees for the collection of that amount, and all costs incurred with said collection.

VI.

Either party may terminate this lease at any time for failure of the other to comply with the covenants, conditions, and provisions of the lease. Also, either party may terminate this lease by providing the other party with written notice 30 days prior to date of termination.

VII.

The following additional covenants, and provisions are further agreed to by Lessor and Lessee:

VIII.

The covenants and conditions in this instrument are the full and complete terms of this lease. No alterations, amendments or modifications of those terms are binding unless reduced to writing and signed by the parties to the lease.

Lessor's Company Name (type or print)		Date	
Lessor's Name (type or print)		Date	
Lessor's Signature	(1)	Lessor's Signatory's Title	(1)
Lessor's Address		Telephone Number	
Lessor's Type of Organization	(2)	Lessor's Tax ID Number	(3)
Signature of Representative	(4)	3·31·25 Date	
Signature of House Administration Chairman	(5)	Date	

Note:

1. Must be signed by lessor or person authorized to contractually bind said individual, partnership, company or corporation. **Signature must be an original signature (not from a signature stamp or photo copied).**
2. Lessor's type of organization (law firms, realtor firm, sole proprietorship, dental firm, etc.).
3. The applicable tax identification number for individual, partnership, or corporation for reporting rent payments to the Internal Revenue Service.
4. Member of the Texas House of Representatives whose office operating account is to be charged. **Signature must be an original signature (not from a signature stamp or photo copied).**
5. Chairman of Committee on House Administration or person authorized to sign such agreements.

I, Terry M. Wilson do not have an interest
Name of Member

in the described property that I have requested the Texas House of Representatives to enter into a district office lease contract. Furthermore, I hereby state that I am not related in the first degree by marriage or through blood relationship to anyone who has a financial interest either directly or indirectly in the property leased by the House of Representatives for this said member. If I should acquire an interest in said property, I will advise the Chair of the Committee on House Administration in writing and terminate my district office lease immediately at no expense to the House of Representatives.

Member's Signature

3·31·2025
Date

Commissioners Court - Regular Session **41.**

Meeting Date: 04/08/2025

Approval of Master Service Agreement with Empire Roofing Companies, Inc. for Roofing Repairs Services for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Master Service Agreement (MSA) #2025159, between Williamson County and Empire Roofing Companies, Inc. for Roofing Repairs Services, in the not-to-exceed amount of $500,000.00, pursuant to Omnia Partners Cooperative Contract #02-75, and authorize execution of the agreement.

Background

This Master Service Agreement for Roofing Repairs Services between Williamson County and Empire Roofing Companies, Inc. allows for as-needed roofing repair. This MSA will be valid as of the date of execution through November 30, 2025, (the initial term). Each project will be initiated with a work order and purchase order. The funding source is 01.0100.0509.004510. Origination #2447. The point of contact is Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 - Empire Roofing Companies, Inc Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/02/2025 03:46 PM
County Judge Exec Asst.	Andrea Schiele	04/02/2025 03:52 PM
Form Started By: Michelle McKinney		Started On: 03/28/2025 04:00 PM
Final Approval Date: 04/02/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
WITH
Empire Roofing Companies, Inc.

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS MASTER SERVICES AGREEMENT is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Empire Roofing Companies, Inc.** (hereinafter "Service Provider") both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services to be provided by Service Provider include, roofing repair services, as needed on Williamson County facilities. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction and approval of the County.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in each SOW provided. The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Goods: Service Provider shall supply the County the goods described in each SOW provided to the extent it meets or exceeds the County's solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in any SOW, such additional goods shall be described in a separate written amendment to the SOW wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to the SOW has been signed by both parties.

III.

Effective Date and Term: This Contract shall be in full force and effect when signed by all parties and shall continue through November 30, 2025, from effective date. Unless terminated sooner pursuant to paragraph XX below, the Agreement shall renew automatically for another one-year term ending November 30, 2026, with the terms and conditions remaining the same. If applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

IV.

On-Site Representative for Work Monitoring: The County may appoint an on-site project representative to observe the work being performed. The County may conduct inspections to determine the date or dates of substantial completion and the date of final completion. If the County so desires, it may seek written adequate assurance that the work is progressing on-time and pursuant to terms and conditions of this agreement and all related contract documents.

V.

Labor, Materials, Tools & Misc. Items: Service Provider shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work. Service Provider shall enforce strict discipline and good order among their respective employees and other persons carrying out the Agreement. Service Provider shall not permit employees of unfit persons or persons not skilled in tasks assigned to them.

VI.

Compliance With All Laws: Service Provider agrees, in connection with the services or any related items to the subject matter of this Agreement, to comply with any and all local, state, or federal requirements, including but not limited to compliance with regulations of the Texas Commission of Environmental Quality and the Occupational Safety and Health Administration. Additionally, Service Provider shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.

VII.

Duty To Report Problems: Service Provider agrees to advise the County and its representative(s) within 24 hours of any errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

VII.

Cleaning Up: Service Provider shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the work, Service Provider shall remove from and about the project: waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Service Provider fails to clean up as provided, the cost thereof shall be charged to Service Provider by deducting from final fee or as necessary.

IX.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider in any manner hold itself out as an agent or official representative of The County. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the construction services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, actions, or liability of any kind against The County resulting from any services Service Provider performs on behalf of the County.

TO THE FULLEST EXTENT PERMITETED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFENT WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEROF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSON OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE

NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEAPORDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

X.

Service Provider's Employees: Service Provider covenants and agrees that all personnel engaged shall be employees of Service Provider, and Service Provider shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Workers' Compensation Insurance and any similar taxes or expenses related to such employees, including but not limited to, license fees, insurance premiums and outfitting expenses. Service Provider shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. Service Provider shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

XI.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for specific projects as defined in the SOW's and in accordance with COOP Omnia Partner Contract #02-75. COOP #02-75 is incorporated in this Agreement by reference. The not-to-exceed amount under this Agreement is **Five Hundred Thousand Dollars ($500,000.00)** per fiscal year.

Pursuant to State Law ("Texas Prompt Payment Act") the payment terms are governed as follows:

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears on an invoice submitted by Service Provider, County shall notify Service Provider of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Service Provider, Service Provider shall be entitled to receive interest on the unpaid balance of the invoice submitted by Service Provider beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Service Provider shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

a) Name, address, and telephone number of Service Provider and similar information in the event the payment is to be made to a different address
b) County Agreement, Purchase Order, and/or delivery order number
c) Identification of items or services as outlined in the Agreement
d) Quantity or quantities, applicable unit prices, total prices and total amounts
e) Any additional payment information which may be called for by the Agreement

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org 512-943-1500

XII.

The County's Decision to Withhold Payment: The County may withhold a payment in whole or in part to the extent reasonably necessary to protect The County due to The County's determination that the work has not progressed to the point indicated in the Agreement documents or that the quality of work is not in accordance with the Agreement documents. The County may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of any request for payment to such extent as may be necessary to protect The County from loss for which Service Provider is responsible, including loss resulting from acts and omissions, because of the following:

1. defective work not remedied;
2. reasonable evidence that the work cannot be completed for the unpaid balance of the Agreement sum;
3. damage to The County;
4. reasonable evidence that the work will not be completed within the Agreement time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
5. persistent failure to carry out the work in accordance with the Agreement documents.

XIII.

Insurance: Service Provider shall provide and maintain, until the services covered in this MSA is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best

Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	**Limits of Liability**
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage, or any other type of insurance coverage held by the County.

Upon execution of this MSA, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this MSA.

No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to The County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity or any other immunity under the laws of the State of Texas or of the United

States.

XIV.

Warranty: Service Provider warrants to The County that materials, workmanship and equipment furnished under this agreement will be of good quality and new unless otherwise required or permitted by The County, that the work will be free from defects not inherent in the quality required or permitted by law or otherwise, and that the work will conform to the requirements of the Agreement documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

XV.

Taxes: Service Provider shall pay all sales, consumer, use and similar taxes for the work provided by Service Provider which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect.

XVI.

Venue and Applicable Law: Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XVII.

No Assignment: Service Provider may not assign this Agreement.

XVIII.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.

IXX.

Confidentiality: Service Provider expressly agrees that they will not use any incidental confidential information they may obtain while being on governmental property for their own benefit and agrees that is will not enter unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

XX.

Termination: This agreement may be terminated at any time at the option of The County, without further or prospective liability for performance upon giving upon thirty (30) calendar day's written notice to thereof. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only amounts due to Service Provider for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

XXI.

Right of Funds: Despite the agreed upon method of payment set forth above, Service Provider agrees to return to Williamson County pro-rata portion of unearned funds distributed to Service Provider if (a) Service Provider's project progress is insufficient; (b) this Agreement is terminated for any reason; or (c) Service Provider fails in any other respect under this Agreement.

XXII.

County's Right to Audit: Service Provider agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider expressly agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Service Provider reasonable advance notice of intended audits.

XXIII.

Notice: Any notice required to be given under the terms of this AGREEMENT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:
Williamson County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

SERVICE PROVIDER
Empire Roofing Companies, Inc.
6311 Central Commerce Dr.
Pflugerville, TX 78660

XXIV.

Mediation: The parties agree to use non-binding mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

XXV.

Appropriation of Funds by County: County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Service Provider understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

Non-Appropriation and Fiscal Funding: The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated

to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

XXVI.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Agreement, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Agreement by reference. The Williamson County Vendor Reimbursement Policy can be found at: Williamson County Vendor Reimbursement Policy.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXVII.

Entire Agreement & Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Agreement include the following:

A. COOP Omnia Partner Contract #02-75;
B. Insurance certificates evidencing coverages required herein above and
C. Any Amendments agreed to by both parties.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXVI.

Signature for the County: The presiding officer of Williamson County's governing body who is authorized to execute this instrument by order duly recorded may execute this Agreement on behalf of the County.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, that this Agreement shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____ _____, 20___

Empire Roofing Companies, Inc.:

Steve Jones
Authorized Signature

Steve Jones
Printed Name

Dated: March 26, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Mar 26 2025 Time: 5:09 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Mar 26 2025 Time: 3:13 pm

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1287201

Date Filed:
03/26/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Empire Roofing Companies, Inc.
Pflugerville, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Wilco

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2025191
MASTER SERVICE AGREEMENT - ROOF REPAIR SERVICES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Empire Roofing Companies, Inc.	Pflugerville, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Steve Jones, and my date of birth is [redacted].

My address is [redacted]
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of TX, on the 26th day of March (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1287201

Date Filed:
03/26/2025

Date Acknowledged:
03/28/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Empire Roofing Companies, Inc.
Pflugerville, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Wilco

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025191
MASTER SERVICE AGREEMENT - ROOF REPAIR SERVICES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Empire Roofing Companies, Inc.	Pflugerville, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **42.**

Meeting Date: 04/08/2025

Approval of Master Service Agreement with Life Safety Services, LLC for Inspection and Repair Services for Fire Exhaust Systems for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Master Service Agreement (MSA) #2025123, between Williamson County and Life Safety Services, LLC for Inspection and Repair Services for Fire Exhaust Systems, in the not-to-exceed amount of $200,000.00, pursuant to Sourcewell Cooperative Contract #062421-LSS, and authorize execution of the agreement.

Background

This Master Service Agreement Inspection and Repair Services for Fire Exhaust Systems between Williamson County and Life Safety Services, LLC will allow for as-needed services. This MSA will be valid as of the date of execution through August 08, 2025. Each project will be initiated with a work order and purchase order. The funding source is 01.0100.0509.004509, Origination #2029 and the point of contact is Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 - Life Safety Services, LLC Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/02/2025 03:54 PM
County Judge Exec Asst.	Andrea Schiele	04/02/2025 04:00 PM
Form Started By: Michelle McKinney		Started On: 03/31/2025 08:31 AM
Final Approval Date: 04/02/2025		

WILLIAMSON COUNTY
MASTER SERVICES AGREEMENT
Life Safety Services, LLC

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS MASTER SERVICES AGREEMENT (hereinafter "MSA") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Life Safety Services, LLC** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes inspection and repair services for fire exhaust systems on various County buildings, as outlined in each Statement of Work ("SOW") to be provided by Service Provider and agreed upon by the County. Once approved by the County, the SOW shall be incorporated into this MSA and shall be subject to all terms and conditions contained herein.

II.

Effective Date and Term: This MSA shall be in full force and effect as of the date of the last party's execution below and shall continue until August 8, 2025, or when terminated pursuant to this MSA, whichever event occurs first.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in the cooperative purchasing contract (Sourcewell Contract #062421-LSS). The not-to-exceed amount shall be Two Hundred Thousand Dollars ($200,000), unless amended and approved by Williamson County Commissioners Court.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the MSA; (2) the date the performance of the service under the MSA is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

IV.

Insurance: Service Provider shall provide and maintain for the duration of the MSA the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	**Limits of Liability**
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000

Aggregate policy limits: $2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this MSA, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this MSA.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this MSA and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this MSA. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY

INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this MSA will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge. Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

VIII.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the MSA that are required by changes in federal, state, or local law or regulations are automatically incorporated into the MSA without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This MSA may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

Venue and Applicable Law: Venue of this MSA shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XI.

Severability: In case any one or more of the provisions contained in this MSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this MSA and this MSA shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this MSA, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this MSA for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this MSA.

XIV.

No Assignment: Service Provider may not assign this MSA, without written consent of the County.

XV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas

Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this MSA. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this MSA, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this MSA by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This MSA constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this MSA include the following:

A. The cooperative purchasing contract (Sourcewell Contract #062421-LSS); and
B. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this MSA and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this MSA.

XXII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this MSA on behalf of the County.

IN WITNESS that this MSA shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

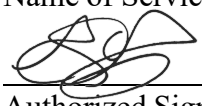
_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____ ____, 20____

SERVICE PROVIDER:

Life Safety Services, LLC
Name of Service Provider


Authorized Signature

R. Craig Rutledge
Printed Name

Date: March 27, 2025

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Mar 28 2025 Time: 9:35 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Mar 27 2025 Time: 1:43 pm

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1262627

Date Filed:
01/29/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Life Safety Services, LLC
Louisville, KY United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Wilco Purchasing

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025123
Passive Fire Protection Services (Inspections and Repairs)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is R. Craig Rutledge, and my date of birth is [redacted].

My address is [redacted] (street) [redacted] (city) [redacted] (state) [redacted] (zip code) [redacted] (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Jefferson County, State of Kentucky, on the 30 day of January (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1262627

Date Filed:
01/29/2025

Date Acknowledged:
03/31/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Life Safety Services, LLC
Louisville, KY United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Wilco Purchasing

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025123
Passive Fire Protection Services (Inspections and Repairs)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **43.**

Meeting Date: 04/08/2025

Award of RFSQ #25RFSQ32 for Geotech/Construction Materials Testing (CMT) Pool for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ32 for Geotech/Construction Materials Testing (CMT) Pool to the recommended firms, as per attached documentation, for a period of two (2) years, on an as-needed basis.

Background

Williamson County sent out eight thousand two hundred and sixty-three (8,263) notifications with seventy-two (72) document takers and received twenty-one (21) submittals. Qualifications were evaluated and scoring assigned, with the top-ranked firms that scored ninety (90) or above being recommended for award on an as-needed basis. After independently and collectively reviewing qualification submissions, the evaluation committee found the attached list of Geotech/CMT firms to be the best-suited and most qualified to provide geotechnical and or construction materials testing (CMT) services. Areas of professional services and the names of firms that are recommended for award are:

- Arias & Associates, Inc. dba Arias
- Beyond Engineering and Testing, LLC
- Colliers Engineering & Design, Inc.
- Paradigm Consultants, Inc. dba CMT Technical Services Company
- SCI Engineering, Inc.
- Terracon Consultants, Inc.
- TTL, Inc.

The awarded pool of professionals will be valid for two (2) years. Professional Service Agreements (PSA) will be contracted on an as-needed basis and will be presented to court for approval at that time. Budgeted amounts will vary as various line items and project numbers may be used. The point of contact is Trenton Jacobs or Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Geotech-CMT Pool- Recommendation Letter

25RFSQ32 Geotech CMT Pool Evaluation Scoresheet Redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/02/2025 03:38 PM
County Judge Exec Asst.	Andrea Schiele	04/02/2025 03:54 PM
Form Started By: Michelle McKinney		Started On: 04/01/2025 10:15 AM
Final Approval Date: 04/02/2025		

March 28, 2025

Joy Simonton, Purchasing Agent
Wilco Purchasing Department
100 Wilco Way
Georgetown, TX 78626

Re: 25RFSQ32
Geotech/Construction Materials Test (CMT) Pool
Recommendation of Agreement Award

After independently and collectively reviewing qualification submissions, the evaluation committee found **the attached list of Geotech/CMT firms** to be the best-suited candidate to provide geotechnical and/or construction materials testing (CMT) services.

Sincerely,

Trenton Jacobs
County Architect

25RFSQ32 - Geotechnical/CMT Pool Evaluation

Firm	Total Score	Company Experience of Similar Type and Size (30)	Company Performance with Government Agencies (20)	Process (30)	Project Engineer Professional Experience (20)
Arias & Associates, Inc. dba Arias	***93***	24	19	30	20
Beyond Engineering and Testing, LLC	***91***	21	20	30	20
Colliers Engineering & Design, Inc.	***91***	30	16	25	20
Paradigm Consultants, Inc. dba CMT Technical Services Company	***91***	27	19	30	15
SCI Engineering, Inc.	***91***	30	16	30	15
Terracon Consultants, Inc.	***96***	30	16	30	20
TTL, Inc.	***94***	30	19	30	15

25RFSQ32 - Geo-technical/CMT Pool Evaluation

Firm	Total Score	Company Experience of Similar Type and Size (30)	Company Performance with Government Agencies (20)	Process (30)	Project Engineer Professional Experience (20)	Services
Arias & Associates, Inc. dba Arias	93	24	19	30	20	Geotechnical, HMAC/Concrete/Steel Rebar
Atlas Technical Consultants, LLC	73	27	16	20	10	Geotechnical, HMAC/Concrete
B2Z Engineering, LLC	77	30	17	20	10	Geotechnical, CMT, HMAC/Concrete/Steel Rebar/Steel Welds
Beyond Engineering and Testing, LLC	91	21	20	30	20	Geotechnical & CMT
Braun Intertec	77	29	13	20	15	Geotechnical, CMT, Forensics
Centurion Planning & Design, LLC	84	27	17	20	20	CMT
Certerra	77	30	12	20	15	Geotechnical & CMT
Colliers Engineering & Design, Inc.	91	30	16	25	20	Geotechnical, LiDAR, Structural
ECS Southwest, LLP	85	29	16	20	20	Geotechnical & CMT
ETTL Engineers & Consultants Inc.	90	30	20	20	20	Geotechnical & CMT
Gessner Engineering	90	30	20	20	20	Geotechnical
HVJ South Central Texas - M&J, INC.	83	26	17	20	20	Geotechnical & CMT
Kleinfelder, Inc.	83	27	16	20	20	Geotechnical & CMT
Millennium Engineers Group	83	26	17	20	20	Geotechnical & CMT
Paradigm Consultants, Inc. dba CMT Technical Services Company	91	27	19	30	15	Geotechnical & CMT
Professional Service Industries, Inc.	85	30	20	20	15	Geotechnical & CMT
Rodriguez Engineering Laboratories LLC	90	21	19	30	20	Geotechnical & CMT
SCI Engineering, Inc.	91	30	16	30	15	Geotechnical & CMT
Terracon Consultants, Inc.	96	30	16	30	20	Geotechnical & CMT
TTL, Inc.	94	30	19	30	15	Geotechnical & CMT

[redacted]

[redacted]

Date: [redacted]

Commissioners Court - Regular Session **44.**

Meeting Date: 04/08/2025

Approval of the Guaranteed Maximum Price (GMP) for RFP #25RFP3 Construction Manager at Risk (CMAR) for the Williamson County Central Maintenance Facility – Fleet Shop Addition to Chasco Constructors, Ltd. L.L.P. for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Guaranteed Maximum Price Proposal (GMP) with awarded RFP #25RFP3 Construction Manager at Risk (CMAR) for the Williamson County Central Maintenance Facility– Fleet Shop Addition, with Chasco Constructors, Ltd. L.L.P., in the amount of Two Million One Hundred Seventy-One Thousand Eight Hundred Forty-Two Dollars ($2,171,842.00) and authorize the execution of the GMP between Williamson County and Chasco Constructors, Ltd. L.L.P, funding source is P608.

Background

The guaranteed maximum price (GMP) is for the Williamson County Central Maintenance Facility– Fleet Shop Addition RFP #25RFP3, awarded on 01.07.2025 with agenda item #55 to perform the work approved on the above-referenced project. The funding source is P608, and the point of contact is Trenton Jacobs.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed GMP Chasco 25RFP3 CMF Fleet Shop Addition

Form 1295 Chasco Constructors Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2025 06:15 AM
County Judge Exec Asst.	Andrea Schiele	04/03/2025 01:43 PM
Form Started By: Michelle McKinney		Started On: 04/01/2025 03:15 PM
Final Approval Date: 04/03/2025		

CHASCO CONSTRUCTORS

Guaranteed Maximum Price Proposal
With All Alternates
For

WILCO TEXAS

- **Wilco Fleet Shop Addition**
- **Project Number P608**
- **March 17th, 2025**

CHASCO CONSTRUCTORS

Guaranteed Maximum Price Proposal
With All Alternates
Wilco Fleet Shop Addition

For

WILCO TEXAS

March 17th, 2025

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Tab 3:	**Project Team**	**Pg.4-13**
Tab 4:	**List of Documents**	**Pg.14**
Tab 5:	**Qualifications and Value Engineering**	**Pg.15-22**
Tab 6:	**GMP Proposal Cost Breakdown**	**Pg.23-46**
Tab 7:	**Master Project Schedule (Summary Level)**	**Pg.47**

Exhibit A – GMP Proposal

GUARANTEED MAXIMUM PRICE PROPOSAL
Williamson County Central Maintenance Facility – Fleet Shop Addition

Chasco Constructors, Ltd. L.L.P. ("CMAR") hereby submits to Williamson County, Texas ("County") for the use and benefit County pursuant to the provisions of the Contract for Construction Manager-at-Risk Project Delivery dated 01/07/2025 ("Contract"), a Guaranteed Maximum Price ("GMP") proposal for the **Williamson County Central Maintenance Facility – Fleet Shop Addition** ("Project"), based on the Contract Documents (as defined by the Contract) developed for the Project, as follows:

1. Cost of the Work.
A not-to-exceed amount for the Cost of the Work pursuant to the Contract:

One Million Six Hundred Sixty Thousand Three Hundred Three Dollars
($ 1,660,303.00)

2. CMAR's Fee.
A fixed sum fee for CMAR's Fee pursuant to the Contract:

Five Hundred Eleven Thousand Five Hundred Thirty-Nine Dollars
($ 511,539.00)

Total GMP.
The total sum of the above **Items 1 through 2**, as set forth below, is the GMP which the CMAR hereby guarantees to County for providing the Williamson County Central Maintenance Facility – Fleet Shop Addition complete, in place and operational in accordance with the Contract Documents (All attached breakdowns shall total this GMP amount).

Two Million One Hundred Seventy-One Thousand Eight Hundred Forty-Two Dollars
($ 2,171,842.00)

CMAR hereby guarantees to County not to exceed the above referenced GMP amount, subject to additions or deductions as provided in the Contract Documents. Except for additions or deductions as provided in the Contract Documents, costs which would cause such GMP to be exceeded shall be paid by CMAR without reimbursement by County.

Contract Time.
The date for achieving Substantial Completion shall be **One Hundred Eighty-Two (182) calendar days** from the Notice to Proceed with construction**.**

Withdrawal of GMP Proposal.
This GMP Proposal may not be withdrawn for a period of **ninety (90) calendar days** from the date of receipt by County.

Liquidated Damages.
CMAR further agrees to pay, as Liquidated Damages, to County the sum of **Seven Hundred Fifty ($750.00) per calendar day** for failure to complete the work within the Contract Time in accordance with the Contract.

Owner's Contingency.
A not-to-exceed amount for the Owner's Contingency stated herein for reference:

One Hundred Eight Thousand Five Hundred Ninety-Two Dollars
($ 108, 592.00)

All terms and conditions of the Contract are hereby adopted and incorporated into this GMP Proposal. Any exceptions to, or modifications of, the terms and conditions of the Contract shall not be effective unless they are expressly stated and conspicuously identified in this GMP Proposal and are specifically accepted and approved by County. Otherwise, proposed revisions or modifications to the language, terms, or conditions of the Contract will not be accepted.

BY SIGNING BELOW, CMAR and County have executed and bound themselves to this Guaranteed Maximum Price (GMP) Proposal for the Williamson County Central Maintenance Facility – Fleet Shop Addition.

CMAR:	**COUNTY:**
Chasco Constructors, Ltd., L.L.P.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Charles J. Glace, Jr.	_____
Printed Name	Printed Name
President	_____
Title	Title
Date Signed: March 17, 20 25	Date Signed: _____, 20___

Executive Project Summary

TAB 2 - Executive Project Summary

Project Summary

The project consists of a renovation and addition to the existing Fleet Services area for the County. The work includes, but is not limited to selective demolition, minimal site work, building concrete, structural & miscellaneous steel, masonry, standing seam metal roofing, framing, coiling doors, doors, frames & hardware, interior and exterior finishes and MEP.

Schedule

- Notice to Proceed is expected to be issued on or about April 1st, 2025.
- Substantial Completion of this GMP is expected by October 2nd, 2025 and Final Completion October 17th , 2025.

Project Team

TAB 3 – Project Team

Chasco's project team is as follows:

- Beth Carpenter – Project Manager – Primary Management Contact
  Office: 512-244-0600
  Cell: 512-244-6085
  Email: beth.carpenter@chasco.com

- James Cox – Project Superintendent
  Office: N/A
  Cell: 512-244-6085
  Email: james@chasco.com

- Scott Badgett – Vice President, Pre-Construction Manager/Estimating Support
  Office: 512-244-0600 x 111
  Cell: 512-844-6395
  Email: scott@chasco.com

- Rick Risener – Chief Civil Estimator/Estimating Support
  Office: 512-244-0600 x 134
  Cell: 512-848-3342
  Email: rick@chasco.com

- Jonathan Escalante – Safety Director
  Office: 512-244-0600 x 135
  Cell: 512-848-3636
  Email: jonathan@chasco.com

- Chuck Glace – President/Executive Support
  Office: 512-244-0600 x 118
  Cell: 512-848-3315
  Email: chuck@chasco.com

- Charles King – Vice President/CFO/Executive Support
  Office: 512-244-0600 x 132
  Cell: 512-431-6343
  Email: charlesk@chasco.com

- Cathy Miles, CPA – Controller/Accounting Support
  Office: 512-244-0600 x 114
  Email: Cathy.miles@chasco.com

Williamson County Fleet Shop Addition

Project Architect
MODE design company

Consultants / Engineers

Construction Manager
Chasco Constructors
Round Rock, TX

Executive Support
Chuck Glace, President
Charles King, Vice President & CFO
Cathy Miles, CPA Controller

Pre-Construction Team

Manager of Pre-Construction Services and Building Estimator
Scott Badgett

Civil Estimator
Rick Risener

- Estimates
- Budget
- Schedule
- Value Management
- Staging / Logistics
- Identify / Purchase Long-lead Items
- Pre-qualify Subcontractors
- Evaluate Constructability Issues

Construction Team
Project Manager
Beth Carpenter
Project Superintendent
James Cox
Safety Director
Jonathan Escalante

Subcontractors / Suppliers

- Site Management
- Schedule
- Cost Control
- Safety
- Punch List

CHASCO CONSTRUCTORS

R E S U M É

CHASCO CONSTRUCTORS

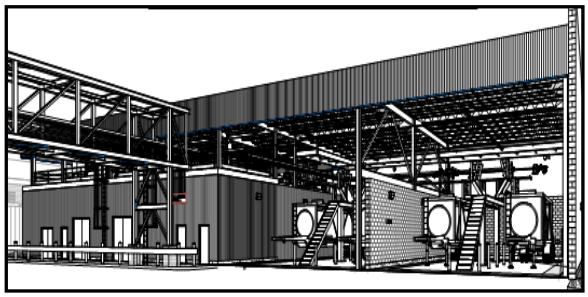
Beth Carpenter
Project Manager

Work History and Background

Beth has over 11 years of Project Management experience with the past 6 years at Chasco.

Project Experience

- Samsung ISO – Phase II is a new expansion for the Critical Chemical Storage consisting of 700 CY and 58 tons of reinforced structural concrete, 125 tons of structural steel along with a mechanical bridge spanning over existing active drive lanes connecting to existing facilities. The project also includes 11,000 SF of concrete masonry unit with 3hr rated walls, drywall and metal stud framing, exterior metal wall & roof panels, special coatings, site utilities to include 800 LF of fiber optic and data relocation and 6,000 SF of reinforced concrete paving.



- Celebration Church is a new 90,000 SF church recently constructed in Georgetown, TX. The facility has a childcare wing of 60,000 SF. The remaining 30,000 SF of the building includes the narthex (entry/ vestibule) and sanctuary. The narthex includes a bookstore and the “Blend”, a “bistro style” coffee service area. The sanctuary accommodates seating for over 2,600 guests and incorporates a state-of-the-art audio/visual system. The project had a 13-month schedule, but was completed in 12 months, in-spite of having over 40 rain days.

- Lexus of Lakeway, Austin, TX - The Lexus of Lakeway project was an extremely high-end full-service car dealership. The $21 million project consisted of a three-level main building of 86,000 SF, an 11,000 SF carwash/make ready building and all the associated site work. It represents the first and only new car dealership facility constructed in the City of Lakeway.

References

Barbara Garrett, Owner
Garrett Consulting Services
615-394-4977

Jim Freeman, President
Highroad Construction Services
512-844-6402

RESUMÉ

CHASCO CONSTRUCTORS

James Cox

General Superintendent and Manager of Vertical Construction

Education

Southwest Texas State University – San Marcos, Texas
BS, Marketing & Management

Temple College –Temple, Texas
Associate in Arts Degree for Business Administration

Additional Training & Certifications:

- OSHA 10 Hour Safety Training
- OSHA 30 Hour Safety Training
- Aerial Lift Training
- Construction Safety Awareness
- First Aid CPR
- 1926.1153 Subpart Z-Respirable Crystalline Silica
- Forklift Training
- Rough Terrain Forklift Training
- SH101 Basic Safety/Health

Work History and Background

James has over 35 years of construction experience including Retail Centers, Office and Medical Office Buildings, Recreation Facilities, Retail Auto Dealerships, Churches, Residential Home Construction and Site Development. James has oversite of all vertical construction for the company and manages eight building superintendents. He is also the Chairman for the Chasco Safety Committee.

Project Experience

- Round Rock Public Safety Training Facility – This $26 million CM-at-Risk project in Round Rock, TX consists of a 65,345 sf Police and Fire Administration/Training building with a 17,965 Firing Range, 32,000 sf of Police Urban Training Areas, 433,000 sf Fire Specialized Training areas and a Driving Skills pad. (General Superintendent / Manager of Vertical Construction)

- Samsung - Austin, TX – Project consisted of 3 major Contracts, constructed simultaneously: 29,340 sf of 3 ½ story cast-in-place concrete building addition to the FAB2 building, a considerable expansion of the FAB2 chemical receiving / storage area and site utilities / site work all over the site. The very aggressive program required 12-20-hour workdays, seven days a week. (Project Superintendent)

- Celebration Church Cross – Georgetown TX – 34 Tons of galvanized structural steel to erect an eighty foot (80') Tall Cross. A fountain, waterfall and collection basin, masonry, site concrete, landscaping and lighting completed this amazing monument. (General Superintendent / Manager of Vertical Construction)

References

Jim Freeman, President
Highroad Construction Services
512-844-6402

Barbara Garrett, Owner
Garrett Consulting Services
615-394-4977

Mr. Steven Walker, Franchise Counselor
True Car
512-970-6760

Ray Klatt, Owner
Lauren Concrete
512-789-8910

R E S U M É

CHASCO CONSTRUCTORS

Scott Badgett
Vice President – Building Estimating / Pre-Construction Services

Education

University of Texas
BS, Civil Engineering

Work History and Background

Scott has over 45 years of solid construction management experience in commercial, institutional and industrial projects. His diverse background includes constriction of high security and high-tech facilities, renovation and construction of healthcare facilities, churches, schools, office buildings, manufacturing and retail facilities. Experience includes Design/Build and fast-track projects, cast-in-place frame structures, pre-cast structures and tilt wall buildings. Scott's key responsibility is the coordination and management of the entire process from pre-construction through close-out. Scott has been with Chasco for nineteen years.

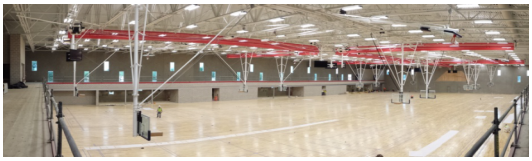
Project Experience

- Texas A&M Health Science Center – Phase I Texas A&M Health Science Center and Medical School Round Rock, TX – a $42.3 million 164,000 SF 4-story building. Chasco performed, all site work, utilities, and site/building concrete. CM-at-Risk delivery.

- The Wilco Georgetown Annex is a two story 60,000 SF office building for Williamson County, TX. Chasco performed, all site work, utilities, and site/building concrete. CM-at-Risk delivery.

- Round Rock Public Safety Training Facility – This $26,000,000 CM-at-Risk project in Round Rock, TX consists of a 65,345 s.f. Police and Fire Administration/Training building.

- Celebration Church is a new $20 Million, 90,000 SF church in Georgetown, TX. Chasco was the CM-at Risk on this facility.



- City of Round Rock Sports Center – Round Rock, TX – 80,000 square foot sports center with 6 basketball/12volleyball courts and9 multi-purpose rooms with seating for up to 1,700 fans.

References

Barbara Garrett, Owner Services
615-394-4977

Mr. Jeff Andresen, President and CEO Garrett Consulting
YMCA Greater Williamson County
512-615-5530

Mr. Dale Butler, Facilities Director
Williamson County, TX
512-943-1609

R É S U M É

CHASCO CONSTRUCTORS

Rick Risener
Chief Civil Estimator

Education

Abilene Christian University

Work History and Background

Rick has over 20 years of experience in residential, commercial, airport, heavy highway and civil construction. Rick has worked on projects that vary from pedestrian, vehicular, and railway bridges, public and private roadways, concrete and earthen dams, public parks and trail systems, subdivision infrastructure, site and pipeline utilities, site grading and site concrete work, single building and strip retail, multi-story office and medical buildings, pre-cast and cast-in-place concrete garages, and custom home building. Rick has been with Chasco for fifteen years.

Project Experience

- Celebration Church is a new 90,000 SF church recently constructed in Georgetown, TX. The facility has large childcare wing of 60,000 SF. The remaining 30,000 SF of the building includes the narthex (entry/ vestibule) and sanctuary.

- Lexus of Lakeway, Austin, TX - The Lexus of Lakeway project was an extremely high-end car dealership built in Lakeway, Texas. This is the first car dealership allowed to be built within the City of Lakeway. The $21 million project consisted of a three-level main building of 86,000 SF, an 11,000 SF carwash/make ready building and all the associated site work.

- Twin Lakes YMCA Natatorium, Teen Center & Aerobics Room – Owner – The YMCA of Greater Williamson County – CM at Risk contract. This expansion is the second phase of a project initially built in 2004 and made possible by a partnership between Williamson County and the YMCA of Greater Williamson County.

References

Mr. Antonio Prete
Waeltz & Prete, Inc.
(512) 505-8953
tony@w-pinc.com

Mr. Troy Jamail
HWA Parking/Strickland-Jamail
(512) 592-3277
troy.jamil@hwaparking.com

Mr. James Heironimus
NXP Semiconductors, Inc.
(512) 933-2104
james.heironimus@nxp.com

R E S U M É

CHASCO CONSTRUCTORS

Jonathan Escalante, CSHO, CHST
Director of Health and Safety

Education
Universidad Valle Del Bravo, Mexico 2005

Additional Training & Certificates:

CSHO (Certified Safety and Health Official)
CHST (Construction Health and Safety Technician)
OSHA 500 Trainer Course in Occupational Safety and Health Standards for the Construction Industry
OSH510 Occupational Standards for the Construction Industry
OSH311 Fall Protection
OSH521 Industrial Hygiene
PRT260 Cranes and Material Handling
OSH301 Excavation, Trenching and Soil Mechanics
CPR/FA Certified Trainer
PRT123 Scaffold Training
Traffic Control Flagger Training (Train the trainer)
OSH755 Accident Investigation

Work History and Background
Jonathan has over 13 years of Construction Safety Experience including road and building construction. As a Safety Specialist at Chasco, Jonathan has been responsible for updating, implementing and overseeing the company's safety and training program. Since beginning with Chasco, he has made revisions and updates to the Safety Manual, including: a new Accident Prevention Program, a new Substance Abuse Program & improved Accident Investigation procedure. He has also updated the SDS Manual, to merge the new GHS program and implemented a new Virtual Risk Manager Program that uses software for driver training & vehicle loss prevention. Employee training is a major concern at Chasco. Jonathan has created new training programs for new hire safety orientation, traffic control safety awareness, qualified signal & rigging training and general safety awareness for all of Chasco's employees.
He also was selected to be part of the CHST Item Writing Activity Panel with the Board of Certified Safety Professionals (BCSP) in Indianapolis.
Due to all of these improvements, Chasco has seen lower Recordable Rates and an overall increase in safety awareness amongst its employees. Jonathan has been with Chasco for eleven years.

References
Mr. Ignacio Guerra
Fluor Daniel Ent.
(210) 273-1774

Brayan Loya
Fluor Daniel Ent.
(512) 769-4339

Larry Connelly
AGC of Austin
(512) 748-1830

R E S U M É

CHASCO CONSTRUCTORS

Charles J. (Chuck) Glace, Jr.
President

Education

Central Michigan University / U.T. Austin

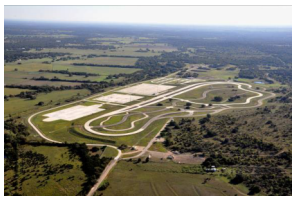
Work History and Background

Chuck has over 30 years of diversified construction experience. He has complete responsibility for overall coordination of Chasco's operation. To him, the retention and advancement of individuals speaks directly to Chasco's success. Chuck is a driving force in the organization and training of Chasco's talent in both the office and the field. He provides ongoing leadership to the management team and to the self-perform operations, helping Chasco to provide better control and exceptional service to its customers. Chuck serves on the Board of the YMCA of Round Rock. He is also a board member of the American Concrete Institute, a member of the Construction Specifications Institute, the American Society of Concrete Construction, and the Associated General Contractors of America, and a Board member of The Round Rock Community Foundation.

Project Experience

- Texas A&M Health Science Center – Phase I Texas A&M Health Science Center and Medical School Round Rock, TX – a $42.3 million 164,000 SF 4-story building containing classrooms, lecture halls, administration areas, public clinics, laboratories, and a simulated hospital training floor.

- Kenney Fort Blvd.
  Owner - City of Round Rock, TX – Stipulated Sum/Unit Price contract. This project consisted of a 1.3-mile-long new section of roadway from Joe DiMaggio Blvd. to Forest Creek Blvd. in Round Rock, TX. The project featured three bridges, an 800' long bridge over Brushy Creek, a shorter bridge over Chandler Creek and a new railroad bridge for the Union Pacific Railroad. The 24-month project was finished over two months ahead of schedule and was one of the largest road & bridge projects ever constructed by the City of Round Rock.



- Emergency Vehicles Operations Course –
  Owner - Texas Department of Public Safety – CM-at-Risk contract.
  Over 1,000,000 SF of concrete skills pads and 6.2-mile asphalt/concrete road track for vehicle skills and training. During construction of the original $23.8 million-dollar project a $3.7 million dollar change order was issued to construct a vehicle maintenance building. The project won the Gold Award for Industrial and Special Paving from the American Concrete Paving Association for 2010. The total project cost was $27.5 Million.

References

Mr. Mark Remmert
Chief Building Inspector
City of Round Rock
512-218-6600

Mr. Brent Jones, P.E.
Civil Engineer
Randall Jones Engineering
512-415-3012

Mr. Chad McDowell
General Services Director
City of Round Rock
512-671-2890

R E S U M É

CHASCO CONSTRUCTORS

Charles R. King
CFO, Vice President, Secretary and Treasurer

Education

BBA in Accounting – Lamar University
CPA Certification – Texas Society of CPA's

Work History and Background

Charles has over 40 years experience as an entrepreneurial financial accountant. He began his career with a national accounting firm prior to joining a local CPA firm. As a partner in this firm, he was responsible for a wide array of tax and financial accounting engagements for small businesses and individuals. Subsequently, he spent 15 years as CFO of a multi-location, multi-franchise car dealership conglomerate. In this role he was responsible for the financial, treasury and IT functions.

At Chasco, Charles is responsible for the financial function, as well as strategic planning, tax issues and cash management.

References

Mr. Troy Voelker
McNery & Voelker
512-255-6940

Mr. Jeff Anderson
RSM Austin, CPA's
512-476-0717

R E S U M É

CHASCO CONSTRUCTORS

Cathy Miles, CPA
Controller

Education

Bachelor of Business Administration in Accounting – Texas State University
Master of Accountancy – Texas State University
CPA Certification – Texas Society of CPA's

Work History and Background

Cathy has over 20 years' experience as a financial accountant. She began her career with a local CPA firm prior to joining a national firm. As a senior manager in the firm, she was responsible for a wide array of financial accounting engagements ranging from small to middle-market clients including a variety of industries, such as construction, real estate, consumer products and general commercial. Subsequently, she spent 4 years as a Director of Accountant at a private equity company. In this role she was responsible for overseeing the accounting, recordkeeping, and financial reporting for six multitiered Funds as well as coordinating with external service providers. Liaise with auditors and tax professionals. Also preparing consolidated monthly, quarterly and year end unaudited financial statements in accordance with generally accepted accounting principles.

At Chasco, Cathy is responsible for overseeing the Accounting and Human Resources departments.

References

Ms. Joanna Just
RSM Austin, CPA's
512-476-0717

Mr. Jeff Anderson
RSM Austin, CPA's
512-476-0717

List of Documents

Number	Title	Sep 18, 2024	Feb 6, 2025
		100% CD SET	Addendum #1
A000	COVER SHEET	☑	☑
A001	ACCESSIBILITY DIAGRAMS	☑	☑
A002	ACCESSIBILITY DIAGRAMS	☑	☑
A003	ABBREVIATIONS& NOTES	☑	☑
A004	FIRE RATING PLAN		☑
A100	DEMO PLAN	☑	☑
A101	FIRST FLOOR PLAN	☑	☑
A102	REFLECTED CEILING PLAN	☑	☑
A103	ROOF PLAN	☑	☑
A200	EXTERIOR ELEVATIONS	☑	☑
A201	EXTERIOR ELEVATIONS	☑	☑
A300	BUILDING SECTIONS	☑	☑
A302	WALL SECTIONS	☑	☑
A303	WALL SECTIONS	☑	☑
A304	FOUNDATION, WALL, CEILING& ROOF DETAILS	☑	☑
A500	ARCHITECTURAL DETAILS	☑	☑
A600	DOOR SCHEDULE& DETAILS	☑	☑
A700	FINISH SCHEDULE	☑	☑
E0.0	ELECTRICAL NOTES	☑	
E0.1	ELECTRICAL SYMBOLS	☑	
E1.0	ELECTRICAL POWER PLAN	☑	
E2.0	ELECTRICAL LIGHTING PLAN	☑	
E3.0	ELECTRICAL SCHEDULES& RISER	☑	
E4.0	ELECTRICAL RISER & DETAILS	☑	
M0.0	MECHANICAL NOTES& SYMBOLS	☑	
M1.0	MECHANICAL FLOOR PLAN	☑	
M2.0	MECHANICAL SCHEDULES& DETAILS	☑	
S001	GENERAL STRUCTURAL NOTES	☑	
S002	GENERAL STRUCTURAL NOTES	☑	
S003	SPECIAL INSPECTIONS AND ABBREVIATIONS	☑	
S101	FOUNDATION PLAN	☑	
S103	ROOF FRAMING PLAN	☑	
S301	CONCRETE DETAILS	☑	
S302	CONCRETE DETAILS	☑	
S401	CMU DETAILS	☑	
S501	STEEL DETAILS	☑	
S502	STEEL DETAILS	☑	
2 PAGES	WILCO SPEC DESIGN FEATURES	3/11/2024	
44 PAGES	WILCO STANDARD LIGHT FIXTURES	9/25/2023	

5

Qualifications & Clarifications

General Project Description

This is a renovation and addition to the existing Fleet Services area for the County. The work includes, but is not limited to selective demolition, minimal site work, building concrete, structural & miscellaneous steel, masonry, standing seam metal roofing, framing, coiling doors, doors, frames & hardware, interior and exterior finishes and MEP.

Clarifications, Assumptions and Qualifications

- Design Services
- Architectural and Engineering design services are excluded
- Geotechnical Engineering and soils analysis reports are excluded

General Requirements

- **Supervision and Administration**
  - Project supervision includes Project Superintendents with Project Management, Safety Coordinator, Estimating, and Administrative Assistants as necessary to complete the project as scheduled.
- **Temporary Facilities**
  - Project field office
  - Project storage containers as required
  - Project office supplies
  - Project office equipment as required
  - Project sign and safety signs
  - Temporary toilets
  - Site fencing and gates
  - Barricades and guard rails as required
- **Project Services**
  - Field engineering and layout
  - General cleanup and haul away trash
  - Final cleaning
  - After hours or weekend job site security are not included in our price
- **Personnel Hoisting**
  - Material and Personnel hoist as required
- **Temporary Utilities**
  - Field telephone service
  - The quoted price excludes the cost of electrical power consumed during construction. We will utilize the existing building's power supply for construction purposes, and all associated electrical service expenses will be the responsibilty of the Owner.
- **Equipment**
  - Transportation for supervisory personnel (rental of company owned vehicles)
  - Expendable tools
  - Small equipment rental

Permits, Bonds and Insurance

- The cost of all site and building permits are excluded
- Mechanical, Electrical & Plumbing trade permits are included
- Plan review Fees are excluded
- Price Excludes Utility Connection Fees, Recovery Fees, City Improvement & Aid Fees, Impact Fees and Assessment Fees
- General Liability, Auto, Worker Compensation, and Builders Risk Insurance are included
- The price includes the cost of performance and payment bonds

Project Schedule, Weather, and Work Hours

- Schedule
  - The Project Schedule will include pre-construction and construction activities and when fully developed will serve as the basis for the time required to complete the project
  - Work Hours
  - Normal working days are Monday through Friday, excluding holidays. Work may take place at night or on weekends as coordinated with the Owner.

Environmental

- We have assumed that all environmental investigations and permits will be accomplished and paid for by the Owner if required
- The handling or abatement of hazardous materials are not included in this estimate

Building Inspections

- Inspections will be provided as required by local jurisdiction

Layout & Engineering

- Layout and engineering as required

Materials Testing

- Materials Testing is by Owner

Site Prep & Demo - 02-4100

• Includes:	
• Sawcut Concrete	256 LF
• Demo Concrete Paving	2,060 SF
• Demo Curb	100 LF
• Demo Equipment Pad	160 SF
• Demo Sidewalk	225 SF
• Landscape Gravel	45 SF
• Removal of Tree Stump	1 EA
• Removal of Small Tree and 2 Bushes	1 LS
• Removal of Existing Bollards	4 EA

• Excludes:

• Construction Materials Testing, Site Development and Inspection Fees, P & P Bonds, Maintenance Bonds, Reveg Bonds, Water Meters, RPLS As-builts, Engineering, Special Inspections, Traffic Control Plan, Pe-Stamped Traffic Control Plan,Overhead or Underground Electric Line Removals, Void Mitigation

Demolition - 02-4161

• Demolition/disposal of identified section of roof	1 LS
• Demolition/disposal of portion of overhang/TPO	1 LS
• Demolition/disposal of portion of interior walls	1 LS
• Demolition/disposal of identified section of slab	1 LS
• Included removal of up to 2' below existing grade.	1 LS

• Exclusions:

• Enviromental remediation, any other demolition, fill material, site/ silt fence,tree protection, plumbing disconnect permit, demo permit, conditions of lawn/ driveway, any salvage for reuse, debris for others, sales tax.

Site Concrete - 03-5100

• Includes:	
• Concrete Drive	345 SF
• Integral Curb	70 LF
• 4" Concrete Rip RAP (at Building Perimeter)	1,275 SF
• Curb and Gutter	25 LF
• Bollards	14 EA
• 6" Paving at New Pier Location	1 LS

• Exclusions:

• Construction Materials Testing, Site Development and Inspection Fees, P & P Bonds, Maintenance Bonds, Reveg Bonds, Water Meters, RPLS As-builts, Engineering, Special Inspections, Traffic Control Plan, Pe-Stamped Traffic Control Plan, Overhead or Underground Electric Line Removals, Void Mitigation

Building Concrete - 03-5300

• Includes:	
• Grade Beams	168 CY
• 8" Slab on Grade	4,831 SF
• 30" Dia. Drilled Piers	48 LF

• Excludes:

• Construction Materials Testing, Site Development and Inspection Fees, P & P Bonds, Maintenance Bonds, Reveg Bonds, Water Meters, RPLS As-builts, Engineering, Special Inspections, Traffic Control Plan, Pe-Stamped Traffic Control Plan, Overhead or Underground Electric Line Removals, Void Mitigation

Masonry - 04-2000

• **CMU:**	
• Splitfaced Colored CMU (Color TBD with Samples), Type S White Mortar, Rebar, Mil Galvanized Ladder Wire, Grout, Masonry Sand	1 LS
• **Stucco Ceilings:**	
• 3/4" Integrally Colored Acrylic Stucco System, Single Ply Paper, Galvanized Metal Lathe and Accessories	1 LS
• **Exclusions:**	

• Material tax, insulation, waterproofing, countertops, damp proofing, air barrier, vapor barrier, painting, IWR, sealing, site work, site walls, retaining walls, structural steel, metal fabrication, relief angles, louvers, vents, welding,jointsealers, Davis Bacon wage rates, hoist beam, landscaping, painting, lay-out, compressible filler, rigid insulation, control joint gaskets, bond breaker strips, underpinning, elevator, composite cleans, dumpster, metal coping, dowels at anchors, mold indemnifications, control lines, water, electricity, testing, overtime and make-up, masonry fireplace, interior masonry, anything not specifically included in this proposal

Structural Steel - 05-1223

• **Structural Steel - 20 Tons**	1 LS
• Columns, Beams and Connection Material	1 LS
• HSS Beam and Plate at CMU wall 7/S501	1 LS
• Column Cap Plate 6/S501	1 LS
• Joist seat angle 5/S50	1 LS
• Canopy Columns, Beams and Connection Material	1 LS
• Canopy Edge Angle 1/S103 Note #2	1 LS
• 1/4” Valley Plate where new roof connects to existing (Assumed) A103	1 LS
• Engineer will need to provide actual size and placement	1 LS
• 1 Column to support existing structure (Assumed) A103	1 LS
• Engineer will need to provide actual size and placement	1 LS
• Items Above Include Installation (*Installation reflects 4 mobilizations)	1 LS
• 12 Bollards	1 LS
• **Metal Deck**	1 LS
• 57 Squares of metal deck and accessories as follows:	1 LS
• 1.5B, 20 gage, G60, Gray top and bottom	1 LS
• **Joist, Girders and Bridging - 5 Tons**	1 LS
• 20 Pieces, Gray	1 LS
• **Steel Canopy**	1 LS
• Installation of steel canopy not included above	
• Misc Steel & Design Fees	1 LS
• **Exclusions:**	

• The scope of work includes the cost of testing or inspection, liquidated damages, gaged metal, non-ferrous metal fabrications, fasteners for other trades, standing seam roof decking and accessories, gutter and downspout components, any item not specifically included, removal of decking from openings, items bolted to concrete or masonry, expansion joints and related components, all stair nosing materials, cost of bonds and permits, taxes (UNO), installation of embedded items, supply and installation of grout, supply and application of touch-up paint, installation of wall-mounted handrails, reinforcing steel, wire mesh and accessories, cleaning and unloading of steel (UNO), furnishing copies of insurance policies, drains, grates and frames, field measurements or surveys, provisions for other trades, safety cables (furnish, maintenance, removal), matting for cranes, curtainwall support framing and components, AESS finishes, high-performance coatings on exposed steel, temporary shoring or bracing, Davis Bacon wages, retained funds on materials, LEED Category MR-5, permanent horizontal life line systems, davits and tiebacks for window washing, ladder up safety climbs at roof hatch, planters and steel edging, installation of wall rails, core drilling of concrete for rail installation, grout or grouting, any light gage studs, framing, deck installation over, and associated hardware, all Unistrut components, hardware, and installation, any aluminum, stainless steel, brass, bronze, glass, or cast material and associated hardware, all railing noted as being decorative or ornamental, all chain link and gauge metal tube steel fencing, posts, and associated hardware, any light poles, flag poles, signs, signposts, and associated hardware, bike racks, stud rails, any special or high-performance coatings and associated material preparation, powder coating, blackened, bluing, etc. of steel unless specifically noted in the inclusions above, intumescent fireproofing of any material, demolition, repair, re-installation, removal, and disposal of existing materials, cages for exterior roof access ladders (no longer required per updated OSHA 1910.23 standard), and any fall arrest systems for ladders.

Waterproof, Caulking and Flashing - 07-1000

• **Waterproofing & Sealants:**	1 LS
• Silicone sealants installed @ new CMU control joints, new exterior hollow metal door frames, and expansion joints between existing building and building addition Self-leveling polyurethane sealants installed @ paving expansion and control joints for new concrete sloped drive per A101, and isolation joints	1 LS
• **Firestop:**	
• Firestop installed @ new rated 3-hour shaftwall partition per A004	1 LS
• **Exclusions:**	
• All Work Associated W/ EIFS & Adhered Stone, Prefinished Metal/Counterflashing, Sealants at Window Frames/Aluminum Door Frames/Drywall/VCT/Metal Panel and Stucco Joints, Hot Poured Pavement Sealants, Expansion Joint Systems, Caulking at Dissimilar Materials, Testing, ABAA QAP, all contract management service fees	

Roofing - 07-5400

• **Metal roof at existing:**	1 LS
• Demo existing metal roof above renovation areas on south slope	1 LS
• Sub deck existing roof area above new shop area where 7 large vents are located.	1 LS
• Sub deck to be 22ga S deck panel hung off 22ga custom hats over existing purlins.	1 LS
• Install valley pans to connect new construction.	1 LS
• Install self-adhered underlayment over sub deck area.	1 LS
• Install 3 new LM Curbs at existing roof area above shop. (sub deck area)	1 LS
• Install new R-panel roof in demo areas with related flashing and trim.	1 LS
• **TPO roof new construction:**	1 LS
• Install TPO roof with related flashing and trim where service canopy is raised and extended.	1 LS
• Install 1 layer of 5/8” secure rock with mechanical fasteners.	1 LS
• Install 1 layer of GAF 60 mil TPO with related flashings and trim. (mechanically attached)	1 LS
• Flash parapet walls up and over with adhered TPO.	1 LS
• Flash demising walls up 8” per manufacturers requirements.	1 LS
• Install up to 100 foot of walkway pads.	1 LS
• Install shop fabricated TPO coated metal edge.	1 LS
• **Metal roof new construction:**	1 LS
• Install 1 layer of R-30 ISO insulation with mechanical fasteners.	1 LS
• Install 1 layer of self-adhered high temp rated underlayment.	1 LS
• Install McElroy 24ga standard color double lock standing seam with related flashing and trim.	1 LS
• Install shop fabricated 24ga standard color gutter and downspouts.	1 LS
• Install standard cast downspout boots. (paint by others)	1 LS
• Provide a 1-year workmanship warranty on all work under scope.	1 LS
• Provide a 20-year paint finish warranty.	1 LS
• Roof Wood Blocking	1 LS
• **Replace Roof on Shop on the North Slope**	1 LS
• **Exclusions:**	
• Replacement/repair of existing blanket insulation is not included in pricing, demo. Blocking, ELD, Wildland Urban Interface Code, fire screens, fill knot holes, tape insulation joints, bonds, isolation pads, snow legs, davits, testing including moisture testing and low voltage moisture testing, vapor barrier, wall insulation, demo, planters, pavers, protection mat, drainage mat, ballast, pavers, ANSI/SPRI, wood/lightweight/gypsum/concrete or metal deck, nailers/ wood blocking not specifically listed, eng stamp or certificate, delegated design, mep sheet metal and flashing, ladders, bonds, through wall and masonry flashing, misc. sheet metal accessories not specifically listed, head or sill flashing, reglets, waterproofing/damp proofing, permits or fees, louvers, temporary covers at roof openings, phased or temporary roofing, protection of roof from damage by other trades, painting, mep penetrations not shown on drawings, structural or light gauge framing, fire proofing, custom metal color, steel channel, column covers, and/or other divisions. OCOP/ROCIP	

Doors, Frames and Hardware - 08-1000

• Hollow Metal Frames	2 EA
• Hollow Metal Doors	3 EA
• Finish Hardware Sets	2 EA
• **Exclusions:**	
• Excludes Shimming/planing wood, metal, and specialty doors due to frame/flooring issues. Excludes installing aluminum storefront hardware, aluminum storefronts and all related materials. Excludes setting hollow metal frames.	

Coiling Doors - 08-3300

• All doors to be Cornell Iron Works Model ESD10, motor operated, face of wall mount, interior coil weathered service door, 22 gauge, standard factory white finish galvanized steel curtain, extruded mill finish aluminum bottom bar, photo eye set, hood baffle, single guide weathering, bottom bar astragal, vision lites	1 LS
• 12-0 x 16-0, Mark 110C, 110D	2 EA
• 12-0 x 12-0, Mark 110B	1 EA
• 8-0 x 8-0, Mark 210B (no vision plites)	1 EA
• Remove existing 8-0 x 8-0 overhead door, relocate and install in new opening at door tag 210A	1 LS
• Additional Mobilization	1 LS
• Exclusions:	
• All wire, conduit and wiring for power and controls; this includes low voltage, operability under wind load, Delegated Design, the extension and hook-up of wiring for SS90B release devices, smoke or fire alarms, smoke detectors, photo eyes or sensors, pneumatic or electrical safety edges, etc., that are tied into the building alarm system. Wiring of any kind, countertops and sills, all work, material, components and windload rating not specifically mentioned above.	

Drywall - 09-2000

• Includes:	1 LS
• Soffit framing and gyp at 2 entries	1 LS
• 3 hour shaft wall	1 LS
• 8" roof over framing including clips and joist blocking	1 LS
• Installation of 3 door leafs with hardware	1 LS
• R30 insulation at roof deck of new buildings only	1 LS
• Patch wall where OH door removed	1 LS
• Wage scale	1 LS
• Remove and replace ceiling tile and tees in existing parts storage room	1 LS
• Stamped shop drawings for overframing	1 LS
• Access Panels	1 LS
• Wood Blocking	1 LS
• Excludes:	
• Decking on over framing, DEFS, Install door frames,TFTP,Overtime, Dumpsters	

Paint and Wallcovering - 09-9100

• Includes:	1 LS
• Blockfill and two coats of Pre-cat epoxy at cmu walls Paint hollow doors and frames, Paint bollards safety yellow, Dryfall deck and MEP in Shop 110 (overtime included), Paint stripe at wall in Shop 110, Spray new expansion canopy and columns, including existing canopy and columns to remain, prep, primer and paint (6) existing large overhead door frames, Wage Scale project	1 LS
• Excludes:	
• Overtime (except noted above), Floors, Sales Tax	

Fire Extinguishers & Cabinets - 10-4413

• Fire Extinguishers and Cabinets	2 EA

Storage Racks - 10-5629

New Roll Formed Components – Typical Warehouse Racking	1 LS
(48) Bulk Storage Rack Upright Frames, 144”H X 24”D	48 EA
(17) Bulk Storage Rack Upright Frames, 96”H X 24”D	17 EA
(147) Heavy Duty Beams, 96” Long – 2 Pack	147 EA
(294) Low Profile Front to Back Support 24”	294 EA
(294) Heavy Duty Shelves – No Label Holder 36” W X 24” D	294 EA
(130) Footplates	30 EA
(130) Anchors	130 EA
(15) Bays – Rack Netting – Rated to Stop 2,000 Lb. Falling Load on All Levels	15 EA
Breakdown As Follows:	1 LS
Materials	1 LS
Installation	1 LS
Equipment (Forklift)	1 LS
Freight	1 LS
Engineered Drawings	1 LS

Plumbing - 22-1300

• Demo and Cap Water Line to 1 Hose Bib	1 LS
• Run Approx 60' of 3/4" Copper Air Line to 2 Drops	1 LS
• Install Shut Off Calve (lift Included)	1 LS

HVAC - 23-3000

• **Includes:**	1 LS
• Demo and relocate duct and equipment as per plans.	1 LS
• Pump down, relocate, and install one (1) existing CU with accessories as per plans.	1 LS
• Pump down, relocate, and install one (1) existing MAU with accessories as per plans.	1 LS
• Remove and reinstall six (6) existing roof exhaust fans with accessories as per plans.	1 LS
• Relocate existing louver to new location per job walk.	1 LS
• Furnish and install one (1) CARRIER split system with accessories as per plans.	1 LS
• Furnish and install three (3) electric infrared unit heaters with accessories as per plans.	1 LS
• Furnish and install four (4) oscillating fans with accessories as per plans.	1 LS
• Furnish and install two (2) roof exhaust fans with accessories as per plans.	1 LS
• Furnish and install associated sheet metal (supply/return/transfer) ductwork per SMACNA standards:	1 LS
• All exposed low-pressure rectangular ductwork to be internally lined sheet metal.	1 LS
• All concealed low-pressure round ductwork to be externally wrapped sheet metal pipe.	1 LS
• Furnish and install air devices & dampers as per plans.	1 LS
• Furnish and install louvers as per plans.	1 LS
• Furnish and install insulation of ductwork and refrigerant piping as per plans.	1 LS
• Furnish and install condensate and refrigerant piping as required.	1 LS
• Provide pre-construction check-out, DDC controls, and start-up by Automated Logic.	1 LS
• Certified Test and Air Balance.	1 LS
• Material lifts/hoists.	1 LS
• Mechanical permit (GEORGETOWN).	1 LS
• Labor (REGULAR HOURS, WAGE RATES) (DAVIS-BACON)	1 LS

• **Standard Exclusions:**

• All cutting, coring, and/or x-raying for duct/pipe penetrations. All patching, painting, and/or framing of walls, floors, and roofs. Wire conduit, disconnects, motor/mag starters, wiring or hook-up. All plumbing work (Gas or Water) and fire sprinkler work. All compressed air piping. Fire life-safety controls, time clocks, and equipment interlocks. Structural work or calculations, BTU meters. Combination smoke/fire dampers not shown on plans.
Coil cleanings, belt replacements, sheave changes. Maintenance/walk pads or platforms not shown on plans.
Quick ship fees – standard delivery/lead times quoted. Bid Bond, Payment & Performance Bonds. Premium time (Afterhours), temporary cooling. Street closures or traffic control planning. All work associated with roofing. Cleaning of new and/or existing duct. Mold insurance. All roof curbs for standing seam metal roofs. (By roof contractor) All commissioning requirements (Contracted through Architect).

• **Project Specific Exclusions:**

• Demo work not shown on mechanical pages. Repairs to all existing equipment (quote repairs if needed). Any existing HVAC code violation. Furnishing or installing of air hoses or compressed air piping. (By Others). Ceiling removal, repair and replacement of ceiling tiles and grid. Economizers not listed on the plans. Angle framing for RTU's, wall fans, & exhaust fans. Furnishing and wiring of smoke detectors and annunciators. Double wall spiral pipe. Insulating the top of kitchen hoods.

Electrical - 26-1000

• **Includes:**	
• Work is limited to sheets E0.0, E0.1, E1.0, E2.0, E3.0, AND E4.0 dated 09/13/24 as issued by DAVID L. BACORN.	1 LS
• This proposal is based on specific information from the electrical plans and this contractor is not responsible for electrical information undiscovered from other trade drawings, cut sheets, details, shop drawings, or any architectural notes, etc., that are not clearly indicated on the electrical drawings per the engineer.	1 LS
• It is assumed that the electrical plans and specs are coordinated with any and all bid documents.	1 LS
• Lead times and availability for Gear/Fixtures/Lighting Controls cannot be verified until the time of release based on an approved submittal, and can be up to 52 weeks.	1 LS
• Temporary wiring limited to providing general lighting in corridors and general use power only. Temporary power for trailer limited to a 50' hook up from nearest temporary power source.	1 LS
• All work shall be performed during normal working hours.	1 LS
• Fire Damper wiring limited to work shown on electrical documents. Asphalt/Concrete/Street saw cut and repair by others.	1 LS
• Traffic Control and Street Shutdown costs and organization is by others.	1 LS
• Surveying and grading of site for installation of Manholes, Pull-boxes, and conduit is by others.	1 LS
• Electrical Demolition shall be limited to identification of existing electrical and rendering the electrical items safe. Demolition contractor shall coordinate with L&O on which electrical items shall remain.	1 LS
• Budget is based on the assumption that all existing is code compliant. No repair of the existing electrical infrastructure is included in the budget.	1 LS
• Note new NEC 2020 Code 410.118 Access to Other Boxes. Luminaires recessed in ceilings, floors, or walls shall not be used to access outlet, pull, or junction boxes or conduit bodies, unless the box or conduit body is an integral part of the listed luminaire.	1 LS
• Access panels will be required in hard lid ceilings (Excluded)	
• **Excludes:**	
• Asphalt/Concrete/Street saw cut and repair by others. Traffic Control and Street Shutdown costs and organization is by others. Surveying and grading of site for installation of Manholes, Pull-boxes, and conduit is by others. No repair of the existing electrical infrastructure is included. Access panels in hard lid ceilings. Lightning Protection, Demolition Work, Fire Alarm Conduit and System, Temporary Service Utility Fee's, Utility/Energy Fees, Utility Transformer Pad(s), Utility Transformer Bollards, Concrete Equipment Pad(s), Concrete for Trenches,Trenching Spoils Removal, Pole Bases (0), Roof Penetrations, Fire Caulking, HVAC Control Wiring, Motor Starters, Sales Tax on Material, Electrical Permits, Tele/Data Cable, Plates, and System, Security/CCTV Cable and System, A/V Cable and System, Painting, Slab Block Out or Breakout, Engineering Fees, Duct Detectors, Elevator Scaffolding, Access Panels, Surveying & Grading, BIM Modeling	

Fire Alarm - 28-3100

• Fire alarm conduit and system.	1 LS

Site Work - 31-1000

• **Includes:**	
• Excavation (includes Haul Off)	1,075 CY
• 6" Subgrade Prep	645 SY
• 5' Min Select Fill Pad	2,148 TONS
• 4" Capillary Layer	144 TONS
• 12" Clay Cap	38 CY
• Bacfill Curb	95 LF
• Striping & Signage	1 LS
• Pothole Existing Water Line	1 LS

• **Excludes:**
• Construction Materials Testing, Site Development and Inspection Fees, P & P Bonds, Maintenance Bonds, Reveg Bonds, Water Meters, RPLS As-builts, Engineering, Special Inspections,Traffic Control Plan, Pe-Stamped Traffic Control Plan, Overhead or Underground Electric Line Removals, Void Mitigation

Layout Engineering, CAD & Drone - 51-7100

• Layout Engineering, CAD & Drone	1 LS

Work yet to be procured 2% - 51-8920			
• Scope of work items to be procured	2.00%	$	32,447

Work yet to be designed 2% - 51-8920			
• Scope of work items to be determined	2.00%	$	32,447

Exclusions

- The following items are not included in our Cost Estimate:
- Any Addendums other than #1
- Architectural or Engineering Fees
- MEP Commissioning
- Materials testing cost
- Permit fees
- Impact fees of any kind
- Gas Line Demolition
- Utility connection fees of any kind
- Assessment Fees to be paid by Owner
- Hazardous material assessment, removal, or abatement
- Landscape maintenance
- Provide and Install Security Cameras - By County - GC to provide conduit and cabling only
- Any Owner's Betterment Allowance
- Any items noted in this scope narrative as "not included", "not included in price" or "exclusions"
- Any items not captured in the proposals provided for Structured Cabling, Integrated Audio Visual Systems, ERCES & DAS System, Access Control System, Intrusion Detection System
- Additional costs beyond what has been included for the ERCES & DAS system. A survey is required after the building is erected to accurately price the system

Additional Qualifications

- It is assumed that Williamson County will remove all merchandise from the shelving that is to be removed in the existing Parts Storage area.

Remaining Work to be Procured

The GMP Proposal includes Remaining work to be Procured in the amount of $32,447 for Scope of work items to be determined
The remaining work to be procured is reserved exclusively for the Contractor to cover items such as scope gaps, documented overages in quantities, and other reimbursable costs not included in a Change Order. The Contractor's Remaining Work to be Procured shall not be used for Owner improvements, changes in scope, systems, kinds and quality of materials, finishes, or equipment. Any required changes by the Owner, Design or Engineering team shall be incorporated by Change Order. Any unused portion of the Remaining Work to be Procured will be returned to the Owner.

Remaining Work to be Designed

The GMP Proposal includes Remaining work to be Designed in the amount of $32,447 for Scope of work items to be determined
The remaining work to be designed is reserved exclusively for the Design & Engineering teams. This will cover items that are either yet to be designed or will need redesigning. Any unused portion will be returned to the Owner.

General Materials Pricing – Applies to all Above Scopes of Work

Due to potential tarriffs the extreme volatility and uncertainty of materials pricing in the current market, If the price of any material increases over the amounts included in this proposal, the price shall be equitably adjusted by an amount necessary to cover any such documented increase.

General Material Availability and Supply Chain – Applies to all Above Scopes of Work

Due to ongoing supply chain issues, Contractor will exercise all reasonable diligence to deliver the Project as per the mutually agreed upon schedule but shall not be responsible for any damages for delays or liquidated damages due to any cause beyond Contractor's reasonable control, including but not limited to, pandemics, tarrifs, labor shortages, material shortages, material delays, shipping delays, acts of God, civil unrest, or action by any official act of government.

Cost Estimate

Lump Sum Cost for Building and Site Work	**$**	**2,171,842**

The following alternates ARE included in the above Total Amount

Replace roof on shop on the north slope
Potholing existing water line
6" Paving at new pier location

A cost breakdown is attached

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GMP Proposal Cost Breakdown

Chasco

Project **Williamson County Fleet Services Addition - GMP**

Estimator Mark Cain
Bid Date 2/19/2025

DIV.		DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
02-4100		**Site Prep & Demo**									
			1	LS	0.00	0	0.00	0	16527.00	16,527	16,527
		Includes:			0.00	0	0.00	0	0.00	0	0
		Sawcut Concrete	256	LF	0.00	0	0.00	0	0.00	0	0
		Demo Concrete Paving	2,060	SF	0.00	0	0.00	0	0.00	0	0
		Demo Curb	100	LF	0.00	0	0.00	0	0.00	0	0
		Demo Equipment Pad	160	SF	0.00	0	0.00	0	0.00	0	0
		Demo Sidewalk	225	SF	0.00	0	0.00	0	0.00	0	0
		Landscape Gravel	45	SF	0.00	0	0.00	0	0.00	0	0
		Removal of Tree Stump	1	EA	0.00	0	0.00	0	0.00	0	0
		Removal of Small Tree and 2	1	LS	0.00	0	0.00	0	0.00	0	0
		Removal of Existing Bollards	4	EA	0.00	0	0.00	0	0.00	0	0
					0.00	0	0.00	0	0.00	0	0
		Excludes:			0.00	0	0.00	0	0.00	0	0
		Construction Materials Testing, Site Development and Inspection Fees, P & P Bonds, Maintenance Bonds, Reveg Bonds, Water Meters, RPLS As-builts, Engineering, Special Inspections, Traffic Control Plan, Pe-Stamped Traffic Control Plan,Overhead or Underground Electric Line			0.00	0	0.00	0	0.00	0	0
					0.00	0	0.00	0	0.00	0	0
					0.00	0	0.00	0	0.00	0	0
					0.00	0	0.00	0	0.00	0	0
					0.00	0	0.00	0	0.00	0	0
		TOTAL				0		0		16,527	16,527
02-4100	06	Subcontract Chasco	$	16,527							

Absolute Demolition

Project **Williamson County Fleet Services Addition - GMP**

Estimator Mark Cain
Bid Date 2/19/2025

DIV.		DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
02-4161		**Demolition**									
					0.00	0	0.00	0	0.00	0	0
		Demolition/disposal of identified section of roof	1	LS	0.00	0	0.00	0	19,280.00	19,280	19,280
		Demolition/disposal of portion of overhang/TPO	1	LS	0.00	0	0.00	0	0.00	0	0
		Demolition/disposal of portion of interior walls	1	LS	0.00	0	0.00	0	0.00	0	0
		Demolition/disposal of identified section of slab	1	LS	0.00	0	0.00	0	0.00	0	0
		Included removal of up to 2' below existing grade.	1	LS	0.00	0	0.00	0	0.00	0	0
		Exclusions:			0.00	0	0.00	0	0.00	0	0
		Enviromental remediation, any other demolition, fill material, site/ silt fence,tree protection, plumbing disconnect permit, demo permit, conditions of lawn/ driveway, any salvage for reuse, debris			0.00	0	0.00	0	0.00	0	0
					0.00	0	0.00	0	0.00	0	0
					0.00	0	0.00	0	0.00	0	0
					0.00	0	0.00	0	0.00	0	0
		TOTAL				0		0		19,280	19,280
02-4161	06	Subcontract Absolute Demolition	$	19,280							

Chasco

Project **Williamson County Fleet Services Addition - GMP**

Estimator Mark Cain
Bid Date 2/19/2025

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
03-5100	**Site Concrete**									
		1	LS	0.00	0	0.00	0	43,015.00	43,015	43,015
	Includes:			0.00	0	0.00	0	0.00	0	0
	Concrete Drive	345	SF	0.00	0	0.00	0	0.00	0	0
	Integral Curb	70	LF	0.00	0	0.00	0	0.00	0	0
	4" Concrete Rip RAP (at Building Perimeter)	1,275	SF	0.00	0	0.00	0	0.00	0	0
	Curb and Gutter	25	LF	0.00	0	0.00	0	0.00	0	0
	Bollards	14	EA	0.00	0	0.00	0	0.00	0	0
	6" Paving at New Pier Location	1	LS	0.00	0	0.00	0	15,760.00	15,760	15,760
	Exclusions:			0.00	0	0.00	0	0.00	0	0
	Construction Materials Testing, Site Development and Inspection Fees, P & P Bonds, Maintenance Bonds, Reveg Bonds, Water Meters, RPLS As-builts, Engineering, Special Inspections, Traffic Control Plan, Pe-Stamped Traffic Control Plan, Overhead or Underground Electric Line Removals, Void Mitigation			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	TOTAL				0		0		58,775	58,775

Chasco

Project **Williamson County Fleet Services Addition - GMP**

Estimator Mark Cain
Bid Date 2/19/2025

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
03-5300	**Building Concrete**									
		1	LS	0.00	0	0.00	0	206,211.00	206,211	206,211
	Includes:			0.00	0	0.00	0	0.00	0	0
	Grade Beams	168	CY	0.00	0	0.00	0	0.00	0	0
	8" Slab on Grade	4,831	SF	0.00	0	0.00	0	0.00	0	0
	30" Dia. Drilled Piers	48	LF	0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	Excludes:			0.00	0	0.00	0	0.00	0	0
	Construction Materials Testing, Site Development and Inspection Fees, P & P Bonds, Maintenance Bonds, Reveg Bonds, Water Meters, RPLS As-builts, Engineering, Special Inspections, Traffic Control Plan, Pe-Stamped Traffic Control Plan, Overhead or Underground Electric Line Removals, Void Mitigation			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
									0	0
	TOTAL			0.00	0	0.00	0	0.00	206,211	206,211

Diamondback Masonry

Project **Williamson County Fleet Services Addition - GMP**

Estimator Mark Cain
Bid Date 2/19/2025

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
04-2000	**Masonry**									
		1	LS	0.00	0	0.00	0	147,298.00	147,298	147,298
	CMU:			0.00	0	0.00	0	0.00	0	0
	Splitfaced Colored CMU (Color TBD with Samples), Type S White Mortar, Rebar, Mil Galvanized Ladder Wire, Grout, Masonry Sand	1	LS	0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	Stucco Ceilings:			0.00	0	0.00	0	0.00	0	0
	3/4" Integrally Colored Acrylic Stucco System, Single Ply Paper, Galvanized Metal Lathe and Accessories	1	LS	0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	Exclusions:			0.00	0	0.00	0	0.00	0	0
	Material tax, insulation, waterproofing, countertops, damp proofing, air barrier, vapor barrier, painting, IWR, sealing, site work, site walls, retaining walls, structural steel, metal fabrication, relief angles, louvers, vents, welding,jointsealers, Davis Bacon wage rates, hoist beam, landscaping, painting, lay-out, compressible filler, rigid insulation, control joint gaskets, bond breaker strips, underpinning, elevator, composite cleans, dumpster, metal coping, dowels at anchors, mold indemnifications, control lines, water, electricity, testing, overtime and make-up, masonry fireplace, interior masonry, anything not specifically included in this proposal			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00		0.00		0.00		
				0.00		0.00		0.00		
				0.00		0.00		0.00		
				0.00		0.00		0.00		
				0.00	0	0.00	0	0.00	0	0
	Subcontract Total								147,298	147,298
	Chasco									
	TOTAL				0		0		147,298	147,298

Alamo Steel

Project **Williamson County Fleet Services Addition - GMP**

Estimator Mark Cain
Bid Date 2/19/2025

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
05-1223	**Structural Steel**									
		1	LS	0.00	0	0.00	0	322,569.00	322,569	322,569
	Structural Steel - 20 Tons	1	LS	0.00	0	0.00	0	0.00	0	0
	Columns, Beams and Connection Material	1	LS	0.00	0	0.00	0	0.00	0	0
	HSS Beam and Plate at CMU wall 7/S501	1	LS	0.00	0	0.00	0	0.00	0	0
	Column Cap Plate 6/S501	1	LS	0.00	0	0.00	0	0.00	0	0
	Joist seat angle 5/S50	1	LS	0.00	0	0.00	0	0.00	0	0
	Canopy Columns, Beams and Connection Material	1	LS	0.00	0	0.00	0	0.00	0	0
	Canopy Edge Angle 1/S103 Note #2	1	LS	0.00	0	0.00	0	0.00	0	0
	1/4" Valley Plate where new roof connects to existing (Assumed) A103	1	LS	0.00	0	0.00	0	0.00	0	0
	Engineer will need to provide actual size and placement	1	LS	0.00	0	0.00	0	0.00	0	0
	1 Column to support existing structure (Assumed) A103	1	LS	0.00	0	0.00	0	0.00	0	0
	Engineer will need to provide actual size and placement	1	LS	0.00	0	0.00	0	0.00	0	0
	Items Above Include Installation (*Installation reflects 4 mobilizations)	1	LS	0.00	0	0.00	0	0.00	0	0
	12 Bollards	1	LS	0.00	0	0.00	0	0.00	0	0
	Metal Deck	1	LS	0.00	0	0.00	0	0.00	0	0
	57 Squares of metal deck and accessories as follows:	1	LS	0.00	0	0.00	0	0.00	0	0
	1.5B, 20 gage, G60, Gray top and bottom	1	LS	0.00	0	0.00	0	0.00	0	0
	Joist, Girders and Bridging - 5 Tons	1	LS	0.00	0	0.00	0	0.00	0	0
	20 Pieces, Gray	1	LS	0.00	0	0.00	0	0.00	0	0
	Steel Canopy	1	LS	0.00	0	0.00	0	15,000.00	15,000	15,000
	Installation of steel canopy not included above			0.00	0	0.00	0	0.00	0	0
	Exclusions:			0.00	0	0.00	0	0.00	0	0
	The scope of work includes the cost of testing or inspection, liquidated damages, gaged metal, non-ferrous metal fabrications, fasteners for other trades, standing seam roof decking and accessories, gutter and downspout components, any item not specifically included, removal of decking from openings, items bolted to concrete or masonry, expansion joints and related components, all stair nosing materials, cost of bonds and permits, taxes (UNO), installation of embedded items, supply and installation of grout, supply and application of touch-up paint, installation of wall-mounted handrails, reinforcing steel, wire mesh and accessories, cleaning and unloading of steel (UNO), furnishing copies of insurance policies, drains, grates and frames, field measurements or surveys, provisions for other trades, safety cables (furnish, maintenance, removal), matting for cranes, curtainwall support framing and components, AESS finishes, high-performance coatings on exposed steel, temporary shoring or bracing, Davis Bacon wages, retained funds on materials, LEED Category MR-5, permanent horizontal life line systems, davits and tiebacks for window washing, ladder up safety climbs at roof hatch, planters and steel edging, installation of wall rails, core drilling of concrete for rail installation, grout or grouting, any light gage studs, framing, deck installation over, and associated hardware, all Unistrut components, hardware, and installation, any aluminum, stainless steel, brass, bronze, glass, or cast material and associated hardware, all railing noted as being decorative or ornamental, all chain link and gauge metal tube steel fencing, posts, and associated hardware, any light poles, flag poles, signs, signposts, and associated hardware, bike racks, stud rails, any special or high-performance coatings and associated material preparation, powder coating, blackened, bluing, etc. of steel unless specifically noted in the inclusions above, intumescent fireproofing of any material, demolition, repair, re-installation, removal, and disposal of existing materials, cages for exterior roof access ladders (no longer required per			0.00	0	0.00	0	0.00	0	0
									0	0
				0.00	0	0.00	0	0.00	0	0
	Subcontract Total			0.00	0	0.00	0	0.00	337,569	337,569
	Misc Steel & Design Fees	1	LS	0.00	0	0.00	0	10,000.00	10,000	10,000
	TOTAL				0		0		**347,569**	**347,569**

Fireproof Contractors

Project **Williamson County Fleet Services Addition - GMP**

Estimator Mark Cain
Bid Date 2/19/2025

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
07-1000	**Waterproof, Caulking and Flashing**									
		1	LS	0.00	0	0.00	0	7,695.00	7,695	7,695
	Waterproofing & Sealants:	1	LS	0.00	0	0.00	0	0.00	0	0
	Silicone sealants installed @ new CMU control joints, new exterior hollow metal door frames, and expansion joints between existing building and building addition Self-leveling polyurethane sealants installed @ paving expansion and control joints for new concrete sloped drive per A101, and	1	LS	0.00	0	0.00	0	0.00	0	0
		1	LS	0.00	0	0.00	0	2,604.00	2,604	2,604
	Firestop:			0.00	0	0.00	0	0.00	0	0
	Firestop installed @ new rated 3-hour shaftwall partition per A004	1	LS	0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	Exclusions:			0.00	0	0.00	0	0.00	0	0
	All Work Associated W/ EIFS & Adhered Stone, Prefinished Metal/Counterflashing, Sealants at Window Frames/Aluminum Door Frames/Drywall/VCT/Metal Panel and Stucco Joints, Hot Poured Pavement Sealants, Expansion Joint Systems, Caulking at Dissimilar Materials, Testing, ABAA QAP, all contract management service fees			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	Subcontract Total			0.00		0		0	10,299	10,299
	TOTAL				0		0		10,299	10,299

JG Roofing

Project **Williamson County Fleet Services Addition - GMP**

Estimator Mark Cain
Bid Date 2/19/2025

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
07-5400	**Roofing**									
		1	LS	0.00	0	0.00	0	229,213.00	229,213	229,213
	Metal roof at existing:	1	LS	0.00	0	0.00	0	0.00	0	0
	Demo existing metal roof above renovation areas on south slope	1	LS	0.00	0	0.00	0	0.00	0	0
	Sub deck existing roof area above new shop area where 7 large vents are located.	1	LS	0.00	0	0.00	0	0.00	0	0
	Sub deck to be 22ga S deck panel hung off 22ga custom hats over existing purlins.	1	LS	0.00	0	0.00	0	0.00	0	0
	Install valley pans to connect new construction.	1	LS	0.00	0	0.00	0	0.00	0	0
	Install self-adhered underlayment over sub deck area.	1	LS	0.00	0	0.00	0	0.00	0	0
	Install 3 new LM Curbs at existing roof area above shop. (sub deck area)	1	LS	0.00	0	0.00	0	0.00	0	0
	Install new R-panel roof in demo areas with related flashing and trim.	1	LS	0.00	0	0.00	0	0.00	0	0
	TPO roof new construction:	1	LS	0.00	0	0.00	0	0.00	0	0
	Install TPO roof with related flashing and trim where service canopy is raised and extended.	1	LS	0.00	0	0.00	0	0.00	0	0
	Install 1 layer of 5/8" secure rock with mechanical fasteners.	1	LS	0.00	0	0.00	0	0.00	0	0
	Install 1 layer of GAF 60 mil TPO with related flashings and trim. (mechanically attached)	1	LS	0.00	0	0.00	0	0.00	0	0
	Flash parapet walls up and over with adhered TPO.	1	LS	0.00	0	0.00	0	0.00	0	0
	Flash demising walls up 8" per manufacturers requirements.	1	LS	0.00	0	0.00	0	0.00	0	0
	Install up to 100 foot of walkway pads.	1	LS	0.00	0	0.00	0	0.00	0	0
	Install shop fabricated TPO coated metal edge.	1	LS	0.00	0	0.00	0	0.00	0	0
	Metal roof new construction:	1	LS	0.00	0	0.00	0	0.00	0	0
	Install 1 layer of R-30 ISO insulation with mechanical fasteners.	1	LS	0.00	0	0.00	0	0.00	0	0
	Install 1 layer of self-adhered high temp rated underlayment.	1	LS	0.00	0	0.00	0	0.00	0	0
	Install McElroy 24ga standard color double lock standing seam with related flashing and trim.	1	LS	0.00	0	0.00	0	0.00	0	0
	Install shop fabricated 24ga standard color gutter and downspouts.	1	LS	0.00	0	0.00	0	0.00	0	0
	Install standard cast downspout boots. (paint by others)	1	LS	0.00	0	0.00	0	0.00	0	0
	Provide a 1-year workmanship warranty on all work under scope.	1	LS						0	0
	Provide a 20-year paint finish warranty.	1	LS	0.00	0	0.00	0	0.00	0	0
	Replace Roof on Shop on the North Slope	1	LS	0.00	0	0.00	0	60,024.00	60,024	60,024
	Exclusions:			0.00	0	0.00	0	0.00	0	0
	Replacement/repair of existing blanket insulation is not included in pricing, demo. Blocking, ELD, Wildland Urban Interface Code, fire screens, fill knot holes, tape insulation joints, bonds, isolation pads, snow legs, davits, testing including moisture testing and low voltage moisture testing, vapor barrier, wall insulation, demo, planters, pavers, protection mat, drainage mat, ballast, pavers, ANSI/SPRI, wood/lightweight/gypsum/concrete or metal deck, nailers/ wood blocking not specifically listed, eng stamp or certificate, delegated design, mep sheet metal and flashing, ladders, bonds, through wall and masonry flashing, misc. sheet metal accessories not specifically listed, head or sill flashing, reglets, waterproofing/damp proofing, permits or fees, louvers, temporary covers at roof openings, phased or temporary roofing, protection of roof from damage by other trades, painting, mep penetrations not shown on drawings, structural or light gauge framing, fire proofing, custom metal color, steel channel, column covers, and/or other divisions. OCOP/ROCIP			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	Subcontract Total			0		0		0.00	289,237	289,237
	Roof Wood Blocking			0.00		0.00		3750.00	3,750	3,750
	TOTAL				0		0		292,987	292,987

Integrity One

Project **Williamson County Fleet Services Addition - GMP**

Estimator Mark Cain
Bid Date 2/19/2025

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
08-1000	**Doors, Frames and Hardware**									
		1	LS	0.00	0	0.00	0	5499.00	5,499	5,499
				0.00	0	0.00	0	0.00	0	0
	Hollow Metal Frames	2	EA	0.00	0	0.00	0	0.00	0	0
	Hollow Metal Doors	3	EA	0.00	0	0.00	0	0.00	0	0
	Finish Hardware Sets	2	EA	0.00	0	0.00	0	0.00	0	0
	Fire Extinguishers & Cabinets	2	EA	0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	Exclusions:			0.00	0	0.00	0	0.00	0	0
	Excludes Shimming/planing wood, metal, and specialty doors due to frame/flooring issues. Excludes installing aluminum storefront hardware, aluminum storefronts and all related materials. Excludes setting hollow metal frames.			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	Subcontract Total			0.00		0.00		0.00	5,499	5,499
	Chasco								0	0
	TOTAL				0		0		5,499	5,499

Alamo Door Systems

Project **Williamson County Fleet Services Addition - GMP**

Estimator Mark Cain
Bid Date 2/19/2025

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
08-3300	**Coiling Doors**									
	All doors to be Cornell Iron Works Model ESD10, motor operated, face of wall mount, interior coil weathered service door, 22 gauge, standard factory white finish galvanized steel curtain, extruded mill finish aluminum bottom bar, photo eye set, hood baffle, single guide weathering, bottom bar astragal,	1	LS	0.00	0	0.00	0	31,681.00	31,681	31,681
	12-0 x 16-0, Mark 110C, 110D	2	EA	0.00	0	0.00	0	0.00	0	0
	12-0 x 12-0, Mark 110B	1	EA	0.00	0	0.00	0	0.00	0	0
	8-0 x 8-0, Mark 210B (no vision plites)	1	EA	0.00	0	0.00	0	0.00	0	0
	Remove existing 8-0 x 8-0 overhead door, relocate and install in new opening at door tag 210A	1	LS	0.00	0	0.00	0	375.00	375	375
				0.00	0	0.00	0	0.00	0	0
	Exclusions:			0.00	0	0.00	0	0.00	0	0
	All wire, conduit and wiring for power and controls; this includes low voltage, operability under wind load, Delegated Design, the extension and hook-up of wiring for SS90B release devices, smoke or fire alarms, smoke detectors, photo eyes or sensors, pneumatic or electrical safety edges, etc., that are tied into the building alarm system. Wiring of any kind, countertops and sills, all work, material, components and windload rating not specifically			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	Subcontract Total			0.00	0	0.00	0	0.00	32,056	32,056
	Additional Mobilization			0.00	0	0.00	0	1,000.00	1,000	1,000
	TOTAL				0		0		33,056	33,056

Waterloo Plastering

Project **Williamson County Fleet Services Addition - GMP**

Estimator Mark Cain
Bid Date 2/19/2025

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
09-2400	**Lath & Plaster**									
		1	LS	0.00	0	0.00	0	2,500.00	2,500	2,500
	Direct applied finish at two exterior soffits	1	LS	0.00	0	0.00	0	0.00	0	0
		0		0.00	0	0.00	0	0.00	0	0
		0		0.00	0	0.00	0	0.00	0	0
		0		0.00	0	0.00	0	0.00	0	0
		0		0.00	0	0.00	0	0.00	0	0
		0		0.00	0	0.00	0	0.00	0	0
		0		0.00	0	0.00	0	0.00	0	0
				0.00		0.00		0.00		
	TOTAL				0		0		2,500	2,500

Central Texas

		0.00	0	0	0	0	0	0

Project **Williamson County Fleet Services Addition - GMP**

Estimator Mark Cain
Bid Date 2/19/2025

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
09-2000	**Drywall**									
				0.00	0	0.00	0	0.00	0	0
	Includes:	1	LS	0.00	0	0.00	0	60,494.00	60,494	60,494
	Soffit framing and gyp at 2 entries	1	LS	0.00	0	0.00	0	0.00	0	0
	3 hour shaft wall	1	LS	0.00	0	0.00	0	0.00	0	0
	8" roof over framing including clips and joist blocking	1	LS	0.00	0	0.00	0	0.00	0	0
	Installation of 3 door leafs with hardware	1	LS	0.00	0	0.00	0	0.00	0	0
	R30 insulation at roof deck of new buildings only	1	LS	0.00	0	0.00	0	0.00	0	0
	Patch wall where OH door removed	1	LS	0.00	0	0.00	0	0.00	0	0
	Wage scale	1	LS	0.00	0	0.00	0	0.00	0	0
	Remove and replace ceiling tile and tees in existing parts storage room	1	LS	0.00	0	0.00	0	0.00	0	0
	Stamped shop drawings for overframing	1	LS	0.00	0	0.00	0	0.00	0	0
	Access Panels	1	LS	0.00	0	0.00	0	2,500.00	2,500	2,500
	Excludes:			0.00	0	0.00	0	0.00	0	0
	Decking on over framing, DEFS, Install door frames,TFTP,Overtime, Dumpsters			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	Subcontract Total			0.00	0	0.00	0	0.00	62,994	62,994
	Wood Blocking	1	LS	0.00	0	0.00	0	3750.00	3,750	3,750
	TOTAL				0		0		66,744	66,744

Streamline Painting

Project **Williamson County Fleet Services Addition - GMP**

Estimator Mark Cain
Bid Date 2/19/2025

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
09-9100	**Paint and Wallcovering**									
		1	LS	0.00	0	0.00	0	27,990.00	27,990	27,990
	Includes:	1	LS	0.00	0	0.00	0	0.00	0	0
	Blockfill and two coats of Pre-cat epoxy at cmu walls Paint hollow doors and frames, Paint bollards safety yellow, Dryfall deck and MEP in Shop 110 (overtime included), Paint stripe at wall in Shop 110, Spray new expansion canopy and columns, including existing canopy and columns to remain, prep, primer and paint (6) existing large overhead door frames, Wage Scale project	1	LS	0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	Excludes:			0.00	0	0.00	0	0.00	0	0
	Overtime (except noted above), Floors, Sales Tax			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00		0.00		0.00		
	TOTAL				0		0		27,990	27,990

Integrity One

Project **Williamson County Fleet Services Addition - GMP**

Estimator Mark Cain
Bid Date 2/19/2025

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
10-4413	**Fire Extinguishers & Cabinets**									
	Fire Extinguishers and Cabinets	2	EA	0.00	0	0.00	0	475.00	950	950
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	TOTAL				0		0		950	950

Malin

Project **Williamson County Fleet Services Addition - GMP**

Estimator Mark Cain
Bid Date 2/19/2025

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
10-5629	**Storage Racks**									
	New Roll Formed Components – Typical Warehouse Racking	1	LS	0.00	0	0.00	0	0.00	0	0
	(48) Bulk Storage Rack Upright Frames, 144"H X 24"D	48	EA	0.00	0	0.00	0	0.00	0	0
	(17) Bulk Storage Rack Upright Frames, 96"H X 24"D	17	EA	0.00	0	0.00	0	0.00	0	0
	(147) Heavy Duty Beams, 96" Long – 2 Pack	147	EA	0.00	0	0.00	0	0.00	0	0
	(294) Low Profile Front to Back Support 24"	294	EA	0.00	0	0.00	0	0.00	0	0
	(294) Heavy Duty Shelves – No Label Holder 36" W X 24" D	294	EA	0.00	0	0.00	0	0.00	0	0
	(130) Footplates	30	EA	0.00	0	0.00	0	0.00	0	0
	(130) Anchors	130	EA	0.00	0	0.00	0	0.00	0	0
	(15) Bays – Rack Netting – Rated to Stop 2,000 Lb. Falling Load on All Levels	15	EA	0.00	0	0.00	0	0.00	0	0
	Breakdown As Follows:	1	LS	0.00	0	0.00	0	0.00	0	0
	Materials	1	LS	0.00		0.00		35,441.00	35,441	35,441
	Installation	1	LS	0.00		0.00		6,400.00	6,400	6,400
	Equipment (Forklift)	1	LS	0.00		0.00		2,111.00	2,111	2,111
	Freight	1	LS	0.00		0.00		4,580.00	4,580	4,580
	Engineered Drawings	1	LS	0.00		0.00		1,550.00	1,550	1,550
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	TOTAL				0		0		50,082	50,082

Accent Plumbing

Project **Williamson County Fleet Services Addition - GMP**

Estimator Mark Cain
Bid Date 2/19/2025

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
22-1300	**Plumbing**									
		1	LS	0.00	0	0.00	0	13,017.00	13,017	13,017
	Demo and Cap Water Line to 1 Hose Bib	1	LS	0.00	0	0.00	0	0.00	0	0
	Run Approx 60' of 3/4" Copper Air Line to 2 Drops	1	LS	0.00	0	0.00	0	0.00	0	0
	Install Shut Off Calve (lift Included)	1	LS	0.00	0	0.00	0	0.00	0	0
			LS	0.00	0	0.00	0	0.00	0	0
			LS	0.00	0	0.00	0	0.00	0	0
			LS	0.00	0	0.00	0	0.00	0	0
			LS	0.00	0	0.00	0	0.00	0	0
	Subcontract Total								13,017	13,017
	Chasco									
	TOTAL				0		0		13,017	13,017

AirCraft

Project **Williamson County Fleet Services Addition - GMP**

Estimator Mark Cain
Bid Date 2/19/2025

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
23-3000	**HVAC**									
		1	LS	0.00	0	0.00	0	80,729.00	80,729	80,729
	Includes:	1	LS	0.00	0	0.00	0	0.00	0	0
	Demo and relocate duct and equipment as per plans.	1	LS	0.00	0	0.00	0	0.00	0	0
	Pump down, relocate, and install one (1) existing CU with accessories as per plans.	1	LS	0.00	0	0.00	0	0.00	0	0
	Pump down, relocate, and install one (1) existing MAU with accessories as per plans.	1	LS	0.00	0	0.00	0	0.00	0	0
	Remove and reinstall six (6) existing roof exhaust fans with accessories as per plans.	1	LS	0.00	0	0.00	0	0.00	0	0
	Relocate existing louver to new location per job walk.	1	LS	0.00	0	0.00	0	0.00	0	0
	Furnish and install one (1) CARRIER split system with accessories as per plans.	1	LS	0.00	0	0.00	0	0.00	0	0
	Furnish and install three (3) electric infrared unit heaters with accessories as per plans.	1	LS	0.00	0	0.00	0	0.00	0	0
	Furnish and install four (4) oscillating fans with accessories as per plans.	1	LS	0.00	0	0.00	0	0.00	0	0
	Furnish and install two (2) roof exhaust fans with accessories as per plans.	1	LS	0.00	0	0.00	0	0.00	0	0
	Furnish and install associated sheet metal (supply/return/transfer) ductwork per SMACNA standards:	1	LS	0.00	0	0.00	0	0.00	0	0
	• All exposed low-pressure rectangular ductwork to be internally lined sheet metal.	1	LS	0.00	0	0.00	0	0.00	0	0
	• All concealed low-pressure round ductwork to be externally wrapped sheet metal pipe.	1	LS	0.00	0	0.00	0	0.00	0	0
	Furnish and install air devices & dampers as per plans.	1	LS	0.00	0	0.00	0	0.00	0	0
	Furnish and install louvers as per plans.	1	LS	0.00	0	0.00	0	0.00	0	0
	Furnish and install insulation of ductwork and refrigerant piping as per plans.	1	LS	0.00	0	0.00	0	0.00	0	0
	Furnish and install condensate and refrigerant piping as required.	1	LS	0.00	0	0.00	0	0.00	0	0
	Provide pre-construction check-out, DDC controls, and start-up by Automated Logic.	1	LS	0.00	0	0.00	0	0.00	0	0
	Certified Test and Air Balance.	1	LS	0.00	0	0.00	0	0.00	0	0
	Material lifts/hoists.	1	LS	0.00	0	0.00	0	0.00	0	0
	Mechanical permit (GEORGETOWN).	1	LS	0.00	0	0.00	0	0.00	0	0
	Labor (REGULAR HOURS, WAGE RATES) (DAVIS-BACON)	1	LS	0.00	0	0.00	0	0.00	0	0
	Standard Exclusions:								0	0
	All cutting, coring, and/or x-raying for duct/pipe penetrations. All patching, painting, and/or framing of walls, floors, and roofs. Wire conduit, disconnects, motor/mag starters, wiring or hook-up. All plumbing work (Gas or Water) and fire sprinkler work. All compressed air piping. Fire life-safety controls, time clocks, and equipment interlocks. Structural work or calculations, BTU meters. Combination smoke/fire dampers not shown on plans. Coil cleanings, belt replacements, sheave changes. Maintenance/walk pads or platforms not shown on plans. Quick ship fees – standard delivery/lead times quoted. Bid Bond, Payment & Performance Bonds. Premium time (Afterhours), temporary cooling. Street closures or traffic control planning. All work associated with roofing. Cleaning of new and/or existing duct. Mold insurance. All roof curbs for standing			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	Project Specific Exclusions:			0.00	0	0.00	0	0.00	0	0
	Demo work not shown on mechanical pages. Repairs to all existing equipment (quote repairs if needed). Any existing HVAC code violation. Furnishing or installing of air hoses or compressed air piping. (By Others). Ceiling removal, repair and replacement of ceiling tiles and grid. Economizers not listed on the plans. Angle framing for RTU's, wall fans, & exhaust fans. Furnishing and wiring of smoke detectors and annunciators. Double wall spiral pipe. Insulating the top of kitchen hoods.			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	Subcontract Total			0.00		0.00		0.00	80,729	80,729
	Chasco			0.00		0.00		0.00	0	0
	TOTAL				0		0		80,729	80,729

L & O Electric

Project **Williamson County Fleet Services Addition - GMP**

Estimator Mark Cain
Bid Date 45,707

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
	Base Bid									
26-1000	**Electrical**									
		1	LS	0.00	0	0.00	0	105,000.00	105,000	105,000
	Includes:			0.00	0	0.00	0	0.00	0	0
	Work is limited to sheets E0.0, E0.1, E1.0, E2.0, E3.0, AND E4.0 dated 09/13/24 as issued by DAVID L. BACORN.	1	LS	0.00	0	0.00	0	0.00	0	0
	This proposal is based on specific information from the electrical plans and this contractor is not responsible for electrical information undiscovered from other trade drawings, cut sheets, details, shop drawings, or any architectural notes, etc., that are not clearly indicated on the electrical drawings per the engineer.	1	LS	0.00	0	0.00	0	0.00	0	0
	It is assumed that the electrical plans and specs are coordinated with any and all bid documents.	1	LS	0.00	0	0.00	0	0.00	0	0
	Lead times and availability for Gear/Fixtures/Lighting Controls cannot be verified until the time of release based on an approved submittal, and can be up to 52 weeks.	1	LS	0.00	0	0.00	0	0.00	0	0
	Temporary wiring limited to providing general lighting in corridors and general use power only. Temporary power for trailer limited to a 50' hook up from nearest temporary power source.	1	LS	0.00	0	0.00	0	0.00	0	0
	All work shall be performed during normal working hours.	1	LS	0.00	0	0.00	0	0.00	0	0
	Fire Damper wiring limited to work shown on electrical documents. Asphalt/Concrete/Street saw cut and repair by others.	1	LS	0.00	0	0.00	0	0.00	0	0
	Traffic Control and Street Shutdown costs and organization is by others.	1	LS	0.00	0	0.00	0	0.00	0	0
	Surveying and grading of site for installation of Manholes, Pull-boxes, and conduit is by others.	1	LS	0.00	0	0.00	0	0.00	0	0
	Electrical Demolition shall be limited to identification of existing electrical and rendering the electrical items safe. Demolition contractor shall coordinate with L&O on which electrical items shall remain.	1	LS	0.00	0	0.00	0	0.00	0	0
	Budget is based on the assumption that all existing is code compliant. No repair of the existing electrical infrastructure is included in the budget.	1	LS	0.00	0	0.00	0	0.00	0	0
	Note new NEC 2020 Code 410.118 Access to Other Boxes. Luminaires recessed in ceilings, floors, or walls shall not be used to access outlet, pull, or junction boxes or conduit bodies, unless the box or conduit body is an integral part of the listed Access panels will be required in hard lid ceilings (Excluded)	1	LS	0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	Excludes:			0.00	0	0.00	0	0.00	0	0
	Asphalt/Concrete/Street saw cut and repair by others. Traffic Control and Street Shutdown costs and organization is by others. Surveying and grading of site for installation of Manholes, Pull-boxes, and conduit is by others. No repair of the existing electrical infrastructure is included. Access panels in hard lid ceilings. Lightning Protection, Demolition Work, Fire Alarm Conduit and System, Temporary Service Utility Fee's, Utility/Energy Fees, Utility Transformer Pad(s), Utility Transformer Bollards, Concrete Equipment Pad(s), Concrete for Trenches,Trenching Spoils Removal, Pole Bases (0), Roof Penetrations, Fire Caulking, HVAC Control Wiring, Motor Starters, Sales Tax on Material, Electrical Permits, Tele/Data Cable, Plates, and System, Security/CCTV Cable and System, A/V Cable and System, Painting, Slab Block Out or Breakout, Engineering Fees, Duct Detectors, Elevator Scaffolding, Access Panels, Surveying & Grading, BIM Modeling			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	Subcontract Total			0.00		0.00		**0**	105,000	105,000
	Chasco			0.00		0.00		0.00		
	TOTAL				0		0		105,000	105,000

L & O Electric

Project **Williamson County Fleet Services Addition - GMP**

Estimator Mark Cain
Bid Date 2/19/2025

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
28-3100	**Fire Alarm**									
		1	LS	0.00	0	0.00	0	16,080.00	16,080	16,080
	Fire alarm conduit and system.			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	TOTAL				0		0		16,080	16,080

Chasco

Project **Williamson County Fleet Services Addition - GMP**

Estimator Mark Cain
Bid Date 2/19/2025

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
31-1000	**Site Work**									
		1	LS	0.00	0	0.00	0	93,846.00	93,846	93,846
	Includes:			0.00	0	0.00	0	0.00	0	0
	Excavation (includes Haul Off)	1,075	CY	0.00	0	0.00	0	0.00	0	0
	6" Subgrade Prep	645	SY	0.00	0	0.00	0	0.00	0	0
	5' Min Select Fill Pad	2,148	TONS	0.00	0	0.00	0	0.00	0	0
	4" Capillary Layer	144	TONS	0.00	0	0.00	0	0.00	0	0
	12" Clay Cap	38	CY	0.00	0	0.00	0	0.00	0	0
	Bacfill Curb	95	LF	0.00	0	0.00	0	0.00	0	0
	Striping & Signage	1	LS	0.00	0	0.00	0	0.00	0	0
	Pothole Existing Water Line	1	LS	0.00	0	0.00	0	1,970.00	1,970	1,970
				0.00	0	0.00	0	0.00	0	0
	Excludes:			0.00	0	0.00	0	0.00	0	0
	Construction Materials Testing, Site Development and Inspection Fees, P & P Bonds, Maintenance Bonds, Reveg Bonds, Water Meters, RPLS As-builts, Engineering, Special Inspections,Traffic Control Plan, Pe-Stamped Traffic Control Plan, Overhead or Underground Electric Line Removals, Void Mitigation			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00		0.00		0.00		
	TOTAL				0		0		95,816	95,816

Chasco

Project **Williamson County Fleet Services Addition - GMP**

Estimator Mark Cain
Bid Date 2/19/2025

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
51-7100	**Layout Engineering, CAD & Drone**									
		1	S	0.00	0	0.00	0	1,500.00	1,500	1,500
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	TOTAL			0.00	0	0.00	0	0.00	1,500	1,500
51-7100 06	Subcontract Chasco	$	1,500							

Chasco

Project **Williamson County Fleet Services Addition - GMP**

Estimator Mark Cain
Bid Date 2/19/2025

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
51-8920	**Work yet to be procured 2%**									
	Scope of work items to be procured	2.00%		0.00	0	0.00	0	1,622,386.00	32,447	32,447
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00		0.00		0.00		
	TOTAL				0		0		32,447	32,447

Wilco

Project **Williamson County Fleet Services Addition - GMP**

Estimator Mark Cain
Bid Date 2/19/2025

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
51-8925	**Work yet to be designed 2%**									
	Scope of work items to be determined	2.00%		0.00	0	0.00	0	1,622,386.00	32,447	32,447
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	TOTAL				0		0		32,447	32,447

CHASCO CONSTRUCTORS

WILCO TEXAS

Williamson County Fleet Services Addition
GMP Breakdown With All Alternates
3/17/2025

Cost Code	Scope	Costs	Per SF	Subcontractor
02-4100	Site Prep & Demo	$ 16,527	$ 3.56	Chasco
02-4161	Demolition	$ 19,280	$ 4.15	Absolute Demolition
03-5100	Site Concrete	$ 58,775	$ 12.65	Chasco
03-5300	Building Concrete	$ 206,211	$ 44.39	Chasco
04-2000	Masonry	$ 147,298	$ 31.71	Diamondback Masonry
05-1223	Structural Steel	$ 347,569	$ 74.83	Alamo Steel
07-1000	Waterproof, Caulking and Flashing	$ 10,299	$ 2.22	Fireproof Contractors
07-5400	Roofing	$ 292,987	$ 63.08	JG Roofing
08-1000	Doors, Frames and Hardware	$ 5,499	$ 1.18	Integrity One
08-3300	Coiling Doors	$ 33,056	$ 7.12	Alamo Door Systems
09-2000	Drywall	$ 66,744	$ 14.37	Central Texas
09-9100	Paint and Wallcovering	$ 27,990	$ 6.03	Streamline Painting
10-4413	Fire Extinguishers & Cabinets	$ 950	$ 0.20	Integrity One
10-5629	Storage Racks	$ 50,082	$ 10.78	Malin
22-1300	Plumbing	$ 13,017	$ 2.80	Accent Plumbing
23-3000	HVAC	$ 80,729	$ 17.38	AirCraft
26-1000	Electrical	$ 105,000	$ 22.60	L & O Electric
28-3100	Fire Alarm	$ 16,080	$ 3.46	L & O Electric
31-1000	Site Work	$ 95,816	$ 20.63	Chasco
51-7100	Layout Engineering, CAD & Drone	$ 1,500	$ 0.32	Chasco
51-8920	Work yet to be procured 2%	$ 32,447	$ 6.99	Chasco
51-8920	Work yet to be designed 2%	$ 32,447	$ 6.99	Wilco
	Subtotal Cost	**$ 1,660,303**	**$ 357.44**	
	Fee 30.81%	$ 511,539	$ 110.13	
	Total	**$ 2,171,842**	**$ 467.57**	

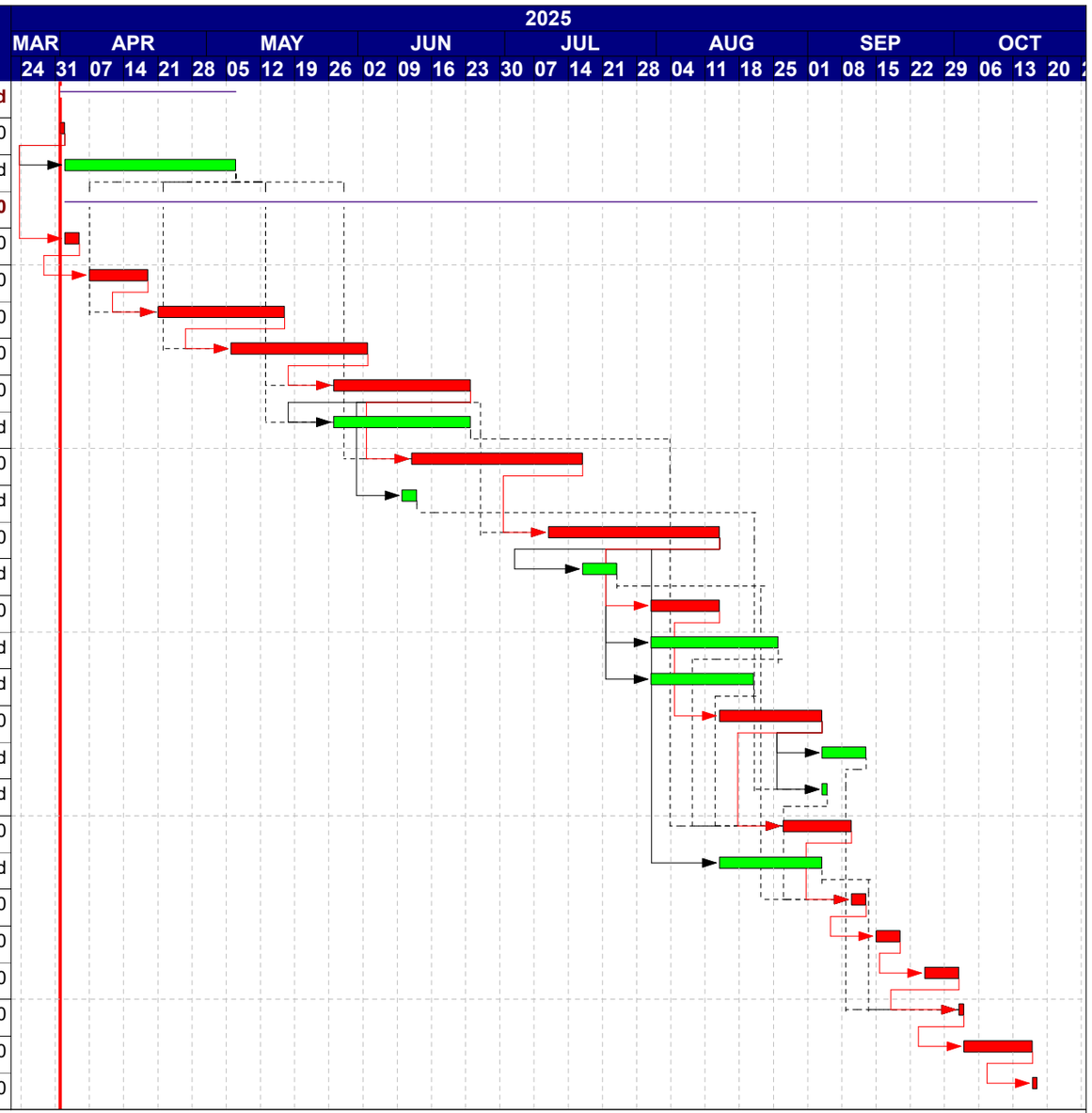
The following alternates ARE included in the above Total Amount

Replace roof on shop on the north slope
Potholing existing water line
6" Paving at new pier location

7

Master Project Schedule

Activity ID	Description	Original Duration	Early Start	Early Finish	Percent Complete	Total Float
200	**Preconstruction**	**26 ***	**04/01/25**	**05/06/25**	**0**	**8d**
201	NTP	1	04/01/25	04/01/25	0	0
205	Submittals and Shop Drawings	25	04/02/25	05/06/25	0	8d
500	**Construction**	**143 ***	**04/02/25**	**10/17/25**	**0**	**0**
501	Mobilize Site	3	04/02/25	04/04/25	0	0
515	Initial Site Work / Demolition	10	04/07/25	04/18/25	0	0
540	Building Pads	20	04/21/25	05/16/25	0	0
520	Building Concrete	20	05/06/25	06/02/25	0	0
525	Masonry	20	05/27/25	06/23/25	0	0
527	Electrical Rough in Masony	20	05/27/25	06/23/25	0	46d
530	Structural Steel	25	06/12/25	07/16/25	0	0
550	Hollow Metal Frames	3	06/10/25	06/12/25	0	62d
560	Roofing	25	07/10/25	08/13/25	0	0
570	Cold Form Metal	5	07/17/25	07/23/25	0	34d
580	Framing Drywall & Insulation	10	07/31/25	08/13/25	0	0
590	Balance of Electrical Rough & Fire Alarm	18	07/31/25	08/25/25	0	1d
600	Mechanical	15	07/31/25	08/20/25	0	4d
610	Paint & Finish	15	08/14/25	09/03/25	0	0
620	OH Doors	7	09/04/25	09/12/25	0	13d
625	Doors & HDW	1	09/04/25	09/04/25	0	3d
630	MEP & FA Trim	10	08/27/25	09/09/25	0	0
640	Site and Misc. Concrete	15	08/14/25	09/03/25	0	20d
650	Final Clean	3	09/10/25	09/12/25	0	0
660	Seal Floors	5	09/15/25	09/19/25	0	0
670	Shelving	5	09/25/25	10/01/25	0	0
700	Substantial Completion	1	10/02/25	10/02/25	0	0
710	Punch List	10	10/03/25	10/16/25	0	0
720	Final Completion	1	10/17/25	10/17/25	0	0



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Finish date	10/17/25
Data date	04/01/25
Run date	03/14/25
Page number	1A

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1289482

Date Filed:
04/01/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Chasco Constructors
ROUND ROCK, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
P608_CMAR Contract_GMP
dated 3/17/25, fleet shop addition

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
King, Charles	Round Rock, TX United States	X	
Glace Jr., Charles	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Cathy Miles, and my date of birth is [redacted].

My address is [redacted]
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of TX, on the 1 day of April (month), 20 25 (year).

Cathy Miles
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1289482

Date Filed:
04/01/2025

Date Acknowledged:
04/01/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Chasco Constructors
ROUND ROCK, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

P608_CMAR Contract_GMP
dated 3/17/25, fleet shop addition

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
King, Charles	Round Rock, TX United States	X	
Glace Jr., Charles	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **45.**

Meeting Date: 04/08/2025

Berry Springs Park Improvements (P559) - CMAR - Chasco Change Order #4

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge approval of Change Order No. 4 from Chasco Constructors, Ltd., LLP for the Berry Springs Park Addition Project to extend time only due to lighting materials delay and PEC, the electrical provider, which was approved by Williamson County Facilities Senior Project Manager, Angel Gomez, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

Background

This change is for a time-only extension for the Berry Springs Park Addition. Williamson County Facilities Senior Project Manager, Angel Gomez, was delegated change order approval authority for this project on March 21st, 2023 by the Commissioners Court pursuant to Williamson County Facilities pursuant to Loc. Gov't Code Sec. 262.031. This item is to acknowledge such approval and record the same into the minutes of the Commissioners Court. This was previously placed on the 3/25/25 Commissioner's Court Agenda, but had an incorrect Substantial Completion date shown on the Change Order form. The date should be 5/10/2025, not 2/10/2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Berry Springs Park - CO 4 - REVISED

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/02/2025 02:58 PM
County Judge Exec Asst.	Andrea Schiele	04/02/2025 03:08 PM
Facilities Management (Originator)	Christy Matoska	04/03/2025 10:25 AM
Form Started By: Christy Matoska		Started On: 04/02/2025 01:57 PM
Final Approval Date: 04/03/2025		

CHANGE ORDER
Berry Springs Park Improvements

CHANGE ORDER NO: #04 NTP Date: 02/23/2024
DATE OF ISSUANCE: 12/11/2024
Contractor: Chasco Constructors, Ltd. LLP
Architect/ Engineer: Halff Associates, Inc.

EXPLANATION:

1. Time extension only. Funding allocated from Line Item #32, "Work Yet to Be Procured." There will be no additional administrative costs incurred by this Change Order.

CONTRACT CHANGE:

a. Additional days attributed to ASIs lead-time delays regarding the Lithonia Lighting package and PEC, the electrical provider.

Original Contract Amount	$ 5,950,619.20
Net change by previously submitted Change Orders	$ 0.00
Contract sum prior to this Change Order was	$ 5,950,619.20
Contract Sum unchanged by this Change Order in the amount of	$ 0.00
The new Contract Sum including this Change Order will be	$ 5,950,619.20

Percentage Increase of Change Orders over Original Contract Amount
(Not to Exceed 25% per state law) 0 %

The Contract Time will be changed by 61 days
The date of Substantial Completion as of the date of this Change Order 05/10/2025

RECOMMENDED BY:

CULLEN TUGGLE		4/3/25
Contractor's Printed Name	Signature	Date

REVIEWED BY:

James Hemenes		04/03/2025
Architect/ Engineer Name	Signature	Date

ACCEPTED BY:

Jesus Angel Gomez		April 3, 2025
Owner's Representative	Signature	Date

Commissioners Court - Regular Session **46.**

Meeting Date: 04/08/2025

Approval of Renewal #2 for Contract 22RFP32 with The Door Company for Overhead Door Annual Preventative Maintenance Services for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing Renewal #2 of contract #22RFP32 with The Door Company for Overhead Door Annual Preventative Maintenance Services, for the same terms and conditions as the existing contract, for a 12-month term beginning 10.1.2025 through 9.30.2026.

Background

This is the second of three possible renewal options of this contract for Overhead Door Annual Preventative Maintenance Services. The Facilities Management Department has confirmed the vendor met all the County requirements in this contract and requests renewal. Funding Source: 01.0100.0509.004500, FY26. Point of Contact: Christi Stromberg and Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 2

Renewal 1

TEC 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2025 05:25 AM
County Judge Exec Asst.	Andrea Schiele	04/03/2025 01:43 PM
Form Started By: Theresa Gross		Started On: 04/02/2025 11:01 AM
Final Approval Date: 04/03/2025		

WILCO PURCHASING

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	22RFP32	**Department:**	Facilities Management
Vendor Name:	The Door Company		
Purpose/Intended Use of Product or Service (summary):			
Overhead Door Annual Preventative Maintenance Services			
Type of Contract:	RFP	**Start Date:**	10.1.2025
Purchasing Contact:	Theresa Gross	**End Date:**	9.30.2026
Department Contact:			

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

Renewal Option Period 3
Renewal Option Period 2 October 1, 2025 – September 30, 2026
Renewal Option Period 1 October 1, 2024 – September 30, 2025
Initial Contract Period December 21, 2021 – September 30, 2024

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor The Door Company

Name Nathaniel Coco

Title Owner

Signature _____

Date 04.02.2025

Williamson County, 710 Main St., Georgetown, TX 78626

Williamson County Judge or Presiding Officer

Signature _____

Date _____

ANNUAL PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICES
FOR WILLIAMSON COUNTY, TEXAS

FY 26 – Hourly Rate Price Sheet

This attachment shall be completed and returned with the Contractor response. Failure to return this completed attachment will result in the disqualification of the response.

Contractor shall submit a Compensation and Fee Schedule with a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into its contract.

Rates shall remain firm throughout the term of this contract purchase agreement. This compensation and fee scheduled shall be used to establish fixed prices for services by purchase order.

After award and as individual projects are identified, awarded Contractor will be requested to submit a fee proposal detailing the total fee for providing the Services for the specific project expressed as a "not to exceed" amount, the number of hours (by specialty in accordance with the approved fee schedule), and the total anticipated amount for reimbursable expenses. Contractor shall be responsible for all expenses associated with the work identified in the purchase order. (Labor, equipment, materials, travel, etc.). Final work order proposal, including all expenses for each individual work orders will be negotiated and approved at time of award of each work order and shall become a "fixed price" work order.

Service Request	Hourly Rate
1. Regular Business Hours	
a. Regular Hours	$ 129.00
2. After Regular Business Hours	
a. After Regular Hours	$ 193.50
3. Weekend or County approved Holiday(s)	
a. Weekends or County approved Holidays	$ 193.50
4. **Emergency Response during Regular Hours**	
a. Regular Business Hours	$ 139.00
5. Emergency Response during After Hours	
a. After Business Hours	$ 193.50
6. Emergency Response on Weekends or Approved Holidays	
a. Weekend	$ 193.50
b. Williamson County Approved Holidays	$ 193.50

Materials – Remedial Repairs:

Materials not covered under quarterly or annual services:

- Contractor shall invoice at cost plus __9__ percent. County retains right to audit all equipment invoices.

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FY 26 - The Door Company - Contract # 22RFP32 - Renewal # 2

Building Name	City	Bld #	Door #	Location in building	Opening Process	Operator Locatio	Power	Make
EMS Training	Georgetown	1078	1	Rear Warehouse	Roll up No Chain	Inside Right	Electric	Cookson
EMS Training	Georgetown	1079	1	Secure Area - rolling out	Rolling w/Chain	Inside	Electric	
EMS Training	Georgetown	1080	2	Secure Area - rolling in	Rolling w/Chain	Inside	Electric	
EMS Training	Georgetown	1081	3	Secure Area	Rolling w/Chain	Inside	Electric	
Animal Shelter	Georgetown	NA	1	Rear of exterior kennel	Roll up	N/A	Manual	N/A
Animal Shelter	Georgetown	NA	2	Small Dog Intake	Roll overhead on track w/	Inside	Electric	Lift Master
Animal Shelter	Georgetown	NA	3	Cats Facing In	Roll overhead on track w/	Inside	Electric	Overhead Door
Animal Shelter	Georgetown	NA	4	Cats Facing Out	Roll overhead on track w/	Inside	Electric	Overhead Door
Animal Shelter	Georgetown	NA	1	Secure Parking - Back of Building	Rolling w/Chain	Inside	Electric	
Animal Shelter	Georgetown	NA	2	Secure Parking - Back of Building	Rolling w/Chain	Inside	Electric	
ESOC	Georgetown	1071	1	Rear	Roll up while chain	Inside Right	Manual	
ESOC	Georgetown	1072	1	Secure Parking - Back of Building	Rolling w/Chain	Inside	Electric	
ESOC	Georgetown	1073	2	Secure Parking - Back of Building	Rolling w/Chain	Inside	Electric	
Lott	Georgetown	1011	1	Kitchen Roll up window				
Lott	Georgetown	1011	1	Secure Parking - Back of Building	Rolling w/Chain	Inside	Electric	
Lott	Georgetown	1011	2	Secure Parking - Back of Building	Rolling w/Chain	Inside	Electric	
508 Holly	Georgetown	1029	1	North Side of Building	Roll on track w/chain	Inside	Manual	
508 Holly	Georgetown	1029	2	South side of Building	Roll on track w/chain	Inside	Electric	
508 Holly	Georgetown	1029	3	South side of Building	Roll on track w/chain	Inside	Electric	
516 Pine Street (Old DPS)	Georgetown	1007	1	Rolling w/Chain	Roll on track w/chain		Electric	
516 Pine Street (Old DPS)	Georgetown	1007	2	Rolling w/Chain	Roll on track w/chain		Electric	
Juvenile Justice Center	Georgetown	1045	1	Front of Bus Barn	Roll up		Electric	
Juvenile Justice Center	Georgetown	1045	2	Back of Bus Barn	Roll up		Electric	
Juvenile Justice Center	Georgetown	1045		Dock Leveler				
EXPO Center	Taylor	1047	1	Main Pavilion West Concession Right	Roll up	N/A	Manual	Cornell
EXPO Center	Taylor	1047	2	Convention Center Exterior North	Roll up w/ chain	Inside on Right	Manual	
EXPO Center	Taylor	1047	3	Convention Center Exterior West Left	Roll up w/ chain	Inside on Right	Manual	
EXPO Center	Taylor	1047	4	Convention Center Exterior West Right	Roll up w/ chain	Inside on Right	Manual	

EXPO Center	Taylor	1047	5	Small building across from convention center SE Door	Roll up w/ chain	Inside on Right	Manual	
EXPO Center	Taylor	1047	6	Small building across from convention center SW Door	Roll up w/ chain	Inside on Right	Manual	
EXPO Center	Taylor	1047	7	Small building across from convention center NW Door	Roll up w/ chain	Inside on Right	Manual	
EXPO Center	Taylor	1047	8	Small building across from convention center NE Door	Roll up w/ chain	Inside on Right	Manual	
EXPO Center	Taylor	1047	9	Convention Center Interior North	Roll up w/ chain	Inside on Right	Manual	
EXPO Center	Taylor	1047	10	Convention Center Interior Front Right	Roll up w/ chain	Inside on Right	Manual	
EXPO Center	Taylor	1047	11	Convention Center Interior Front Left	Roll up w/ chain	Inside on Right	Manual	
EXPO Center	Taylor	1047	12	Convention Center Exterior South	Roll up	N/A	Manual	Cornell
EXPO Center	Taylor	1047	13	Convention Center Concession West	Roll up	N/A	Manual	
EXPO Center	Taylor	1047	14	Convention Center Concession East	Roll up w/ chain	Inside on Right	Manual	
EXPO Center	Taylor	1047	15	Main Pavilion West Concession Left	Roll up	N/A	Manual	Cornell
EXPO North Pavilion	Taylor	1047	1	South Side Right	Roll up w/ chain right	Inside Right	Electric	
EXPO North Pavilion	Taylor	1047	2	South Side Middle	Roll up w/ chain right	Inside Right	Electric	
EXPO North Pavilion	Taylor	1047	3	South Side Left	Roll up w/ chain right	Inside Right	Electric	
EXPO North Pavilion	Taylor	1047	4	Southwest Exterior	Roll up w/ chain right	Inside Right	Electric	
EXPO North Pavilion	Taylor	1047	5	Southwest Interior	Roll up w/ chain right	Inside Right	Electric	
EXPO North Pavilion	Taylor	1047	6	East Interior	Roll up w/ chain right	Inside Right	Electric	
EXPO North Pavilion	Taylor	1047	7	Northeast Exterior	Roll up w/ chain right	Inside Right	Electric	
EXPO North Pavilion	Taylor	1047	8	East Side Right	Roll up w/ chain right	Inside Right	Electric	
EXPO North Pavilion	Taylor	1047	9	East Side Middle Right	Roll up w/ chain right	Inside Right	Electric	
EXPO North Pavilion	Taylor	1047	10	East Side Middle Left	Roll up w/ chain right	Inside Right	Electric	
EXPO North Pavilion	Taylor	1047	11	East Side Left	Roll up w/ chain right	Inside Right	Electric	
Impound / Inspections	Georgetown	1079	1	Building 1	Roll up No Chain	Inside Right	Electric	Cookson
Impound / Inspections	Georgetown	1079	2	Building 1	Roll up No Chain	Inside Right	Electric	Cookson
Impound / Inspections	Georgetown	1079	3	Building 1	Roll up No Chain	Inside Right	Electric	Cookson
Impound / Inspections	Georgetown	1079	4	Building 1	Roll up No Chain	Inside Right	Electric	Cookson

Impound / Inspections	Georgetown	1079	5	Building 2	Roll up No Chain	Inside Right	Electric	Cookson
Impound / Inspections	Georgetown	1079	6	Building 2	Roll up No Chain	Inside Right	Electric	Cookson
Impound / Inspections	Georgetown	1079	7	Building 2	Roll up No Chain	Inside Right	Electric	Cookson
Impound / Inspections	Georgetown	1079	8	Building 2	Roll up No Chain	Inside Right	Electric	Cookson
Impound / Inspections	Georgetown	1079	9	Building 2	Roll up No Chain	Inside Right	Electric	Cookson
Impound / Inspections	Georgetown	1079	10	Building 2	Roll up No Chain	Inside Right	Electric	Cookson
Impound / Inspections	Georgetown	1079	11	Building 2	Roll up No Chain	Inside Right	Electric	Cookson
Impound / Inspections	Georgetown	1079	12	Building 2	Roll up No Chain	Inside Right	Electric	Cookson
Impound / Inspections	Georgetown	1080	1	Secure Area	Rolling w/Chain	Inside	Electric	
Impound / Inspections	Georgetown	1081	2	Secure Area	Rolling w/Chain	Inside	Electric	
Impound / Inspections	Georgetown	1082	3	Secure Area	Rolling w/Chain	Inside	Electric	
Impound / Inspections	Georgetown	1083	4	Secure Area	Rolling w/Chain	Inside	Electric	
Wireless/Radio Shop	Georgetown	1077	1		Roll up No Chain	Inside Right	Electric	Cookson
Wireless/Radio Shop	Georgetown	1077	2		Roll up No Chain	Inside Right	Electric	Cookson
Wireless/Radio Shop	Georgetown	1077	3		Roll up No Chain	Inside Right	Electric	Cookson
Wireless/Radio Shop	Georgetown	1077	4		Roll up No Chain	Inside Right	Electric	Cookson
Wireless/Radio Shop	Georgetown	1077	5		Roll up No Chain	Inside Right	Electric	Cookson
Wireless/Radio Shop	Georgetown	1077	6		Roll up No Chain	Inside Right	Electric	Cookson
Wireless/Radio Shop	Georgetown	1078	1	Secure Area	Roll up No Chain	Inside Right	Electric	
Wireless/Radio Shop	Georgetown	1079	2	Secure Area	Roll up No Chain	Inside Right	Electric	

Facilities Service Center	Georgetown	1063	1	Rear Left	Roll up	N/A	Manual	N/A
Facilities Warehouse	Georgetown	1063	1	Warehouse - East	Roll up w/ chain	Inside Right	**Electric**	N/A
Facilities Warehouse	Georgetown	1063	2	Warehouse - West	Roll up w/ chain	Inside Right	**Electric**	N/A
Facilities Warehouse	Georgetown	1063	3	Warehouse - North	Roll up	N/A	Manual	N/A
Facilities Warehouse	Georgetown	1064	1	Secure Area - East	Rolling on track w/chain	Inside	Electric	
Facilities Warehouse	Georgetown	1065	2	Secure Area - North	Rolling on track w/chain	Inside	Electric	
Facilities Warehouse	Georgetown	1066	3	Secure Area - North	Rolling on track w/chain	Inside	Electric	
Facilities Warehouse	Georgetown	1067	4	Secure Area - North	Rolling on track w/chain	Inside	Electric	
Historic Courthouse	Georgetown	1000	1	Interior 3rd Floor near Audit	Roll Up	Inside Right	Electric	
Inner Loop Annex	Georgetown	1043	1	West side	Roll Up	Exterior	Manual	
Inner Loop Annex	Georgetown	1043	2	North Side of Building	Roll up w/ chain	Inside Right	Electric	Lift Master
Inner Loop Annex	Georgetown	1043	3	East side loading bay	Roll Straight Up on track	Exterior	Manual	Old
Inner Loop Annex	Georgetown	1043	4	Elections	Roll up	Inside	Electric	
Inner Loop Annex	Georgetown	1043	1	Dock Leveler				

Medic 11	Round Rock	1082	1	Front Right	Roll overhead on track w/	Inside on Right	Electric	Overhead Door
Medic 11	Round Rock	1082	2	Front Left	Roll overhead on track w/	Inside on Right	Electric	Overhead Door
Medic 11	Round Rock	1082	1	Front of the building	Roll overhead on track w/	Inside on Right	Electric	Overhead Door
Medic 41	Taylor	1034	1	Front of the building	Roll overhead on track w/	keypad by door exterior	Electric	Lift Master
Medic 42	Taylor	1015	1	Front of the building	Roll overhead on track w/	chain	Electric	*Very Old*

Jail	Georgetown	1008	1	6th & Forest Left	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master
Jail	Georgetown	1008	2	6th & Forest Right	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master
Jail	Georgetown	1008	3	4th & Rock Left	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master
Jail	Georgetown	1008	4	4th & Rock Right	Roll Up w/ chain L	Controlled by Jail	Electric	
Jail	Georgetown	1008	5	Forest	Roll Up w/ chain R	Controlled by Jail	Electric	Lift Master
Jail	Georgetown	1008	6	Forest Middle	Fold to the sides	Controlled by Jail	Electric	Lift Master
Jail	Georgetown	1008	7	Forest North	Fold to the sides	Controlled by Jail	Electric	Lift Master
Jail	Georgetown	1008	8	Interior Sally Port North L	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master
Jail	Georgetown	1008	9	Interior Sally Port North R	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master
Jail	Georgetown	1008	10	Interior Sally Port South L	Roll Up w/ chain R	Controlled by Jail	Electric	Lift Master
Jail	Georgetown	1008	11	Interior Sally Port South R	Roll Up w/ chain R	Controlled by Jail	Electric	Lift Master
Jail	Georgetown	1008	12	Dock Leveler				

Central Maint Facility	Georgetown	1026	1	Exterior Parts Room	Roll up	Exterior	Electric	

Central Maint Facility	Georgetown	1026	2	Main Building South Side Farthest Right	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door
Central Maint Facility	Georgetown	1026	3		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door
Central Maint Facility	Georgetown	1026	4		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door
Central Maint Facility	Georgetown	1026	5		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door
Central Maint Facility	Georgetown	1026	6		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door
Central Maint Facility	Georgetown	1026	7	Main Building South Side Farthest Left	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door
Central Maint Facility	Georgetown	1026	8	Smailer Building South Right	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door
Central Maint Facility	Georgetown	1026	9	Smailer Building South Mid	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door
Central Maint Facility	Georgetown	1026	10	Smailer Building South Left	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door
Central Maint Facility	Georgetown	1026	11	Smailer Building North Right	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door
Central Maint Facility	Georgetown	1026	12	Smailer Building North Mid	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door
Central Maint Facility	Georgetown	1026	13	Smailer Building North Left	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door

Central Maint Facility	Georgetown	1026	14	Main Building North Side Farthest Right	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door
Central Maint Facility	Georgetown	1026	15		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door
Central Maint Facility	Georgetown	1026	16		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door
Central Maint Facility	Georgetown	1026	17		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door
Central Maint Facility	Georgetown	1026	18		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door
Central Maint Facility	Georgetown	1026	19		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door
Central Maint Facility	Georgetown	1026	20	Main Building North Side Farthest Left	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door
Central Maint Facility	Georgetown	1026	21	Interior Shop Library	Roll up		Manual	
Central Maint Facility	Georgetown	1026	22	Interior Parts Room	Roll up	Inside Right	Electric	Raynor
Road & Bridge	Georgetown	1026	1	Front Left	Roll up	Inside Right	Manual	
Road & Bridge	Georgetown	1026	2	Front Middle	Roll up	Inside Right	Manual	
Road & Bridge	Georgetown	1026	3	Front Right	Roll up	Inside Right	Manual	
Road & Bridge	Georgetown	1026	1	Front	Roll up	Inside Right	Manual	
Sign Shop	Georgetown	1026	1	Building J	Roll up w/ chain	Inside on Right	Manual	
Road & Bridge	Georgetown	1026	1	Equipment Shop	Roll up w/ chain		Manual	
Road & Bridge	Georgetown	1026	2	Equipment Shop	Roll up w/ chain		Manual	
Road & Bridge	Georgetown	1026	1	Secure Area	Roll up w/ chain	Inside	Electric	
Road & Bridge	Georgetown	1026	2	Secure Area	Roll up w/ chain	Inside	Electric	
Road & Bridge	Georgetown	1026	3	Secure Area	Roll up w/ chain	Inside	Electric	
Road & Bridge	Georgetown	1027	4	Secure Area	Roll up w/ chain	Inside	Electric	
Road & Bridge	Georgetown	1028	5	Secure Area	Roll up w/ chain	Inside	Electric	
Berry Springs Park	Georgetown	1088	1	Maintenance Shop	Roll up w/ chain		Manual	

Berry Springs Park	Georgetown	1088	2	Maintenance Shop	Roll up w/ chain		Manual	

River Ranch Barn	Liberty Hill	1087	1	Maint Bldg Back Left	Roll up w/ chain	Right inside	Manual	Cornell
River Ranch Barn	Liberty Hill	1087	2	Maint Bldg Back Mid	Roll up w/ chain	Right inside	Electric	Cornell
River Ranch Barn	Liberty Hill	1087	3	Maint Bldg Back Right	Roll up w/ chain	Right inside	Manual	Cornell
River Ranch Barn	Liberty Hill	1087	4	Maint Bldg Side	Roll up w/ chain	Right inside	Manual	Cornell
River Ranch Barn	Liberty Hill	1087	5	Caretaker House				
SW Regional Park	Leander	1072	1	Maint Bldg North Right	Roll up w/ chain	Inside Right	Manual	
SW Regional Park	Leander	1072	2	Maint Bldg North Left	Roll up w/ chain	Inside Right	Manual	
SW Regional Park	Leander	1072	3	Maint Bldg East	Roll up	N/A	Manual	
SW Regional Park	Leander	1072	4	Maint Bldg South Left	Roll up w/ chain	Inside Right	Manual	
SW Regional Park	Leander	1072	5	Maint Bldg South Right	Roll up w/ chain	Inside Right	Manual	
SW Regional Park	Leander	1072	6	Baseball Concession Left	Roll up	N/A	Manual	Cookson
SW Regional Park	Leander	1072	7	Baseball Concession Right	Roll up	N/A	Manual	Cookson
SW Regional Park	Leander	1072	8	Soccer/Tennis Concess Right	Roll up	N/A	Manual	Cookson
SW Regional Park	Leander	1072	9	Soccer/Tennis Concess Left	Roll up	N/A	Manual	Cookson
SW Regional Park	Leander	1072	10	Soccer/Tennis Concess Side	Roll up	N/A	Manual	Cookson
SW Regional Park	Leander	1072	11	Splash Pad	Roll up	N/A	Manual	
SW Regional Park	Leander	1072	12	Stadium	Roll up	N/A	Manual	
SW Regional Park	Leander	1072	13	Stadium	Roll up	N/A	Manual	
SW Regional Park	Leander	1072	14	Tennis Storage	Roll up	N/A	Manual	

Model	Material	Height(ft)	Width(f+C:	FY24 - Annual Pr	Projected Service
	Metal	15	15	$ 599.00	1/1/2026
	Metal			$ 259.00	1/1/2026
	Metal			$ 259.00	1/1/2026
	Metal			$ 259.00	1/1/2026
N/A	Metal	7	8	$ 389.00	1/1/2026
	4 Horizontal Pannels	9	10	$ 499.00	1/1/2026
	5 Horizontal Pannels	9	10	$ 499.00	1/1/2026
	5 Horizontal Pannels	9	10	$ 499.00	1/1/2026
	Metal			$ 259.00	1/1/2026
	Metal			$ 259.00	1/1/2026
	Metal	12	8	$ 399.00	1/1/2026
	Metal			$ 259.00	1/1/2026
	Metal			$ 259.00	1/1/2026
				$ 399.00	1/1/2026
	Wooden			$ 359.00	1/1/2026
	Wooden			$ 359.00	1/1/2026
	6 Horizontal Metal Pannels	12	12	$ 499.00	1/1/2026
	Metal			$ 499.00	1/1/2026
	Metal			$ 499.00	1/1/2026
	Wooden			$ 259.00	1/1/2026
	Wooden			$ 259.00	1/1/2026
	Metal	14	18	$ 599.00	1/1/2026
	Metal	14	18	$ 599.00	1/1/2026
				$ 599.00	1/1/2026
	Metal	6	15	$ 399.00	2/1/2026
	Metal	12	12	$ 399.00	2/1/2026
	Metal	15	14	$ 399.00	2/1/2026
	Metal	15	14	$ 399.00	2/1/2026

	Metal	8	8	$ 399.00	2/1/2026
	Metal	8	8	$ 399.00	2/1/2026
	Metal	8	8	$ 399.00	2/1/2026
	Metal	8	8	$ 399.00	2/1/2026
	Metal	8	7	$ 399.00	2/1/2026
	Metal	8	8	$ 399.00	2/1/2026
	Metal	8	8	$ 399.00	2/1/2026
	Metal	15	15	$ 429.00	2/1/2026
	Metal	5	15	$ 299.00	2/1/2026
	Metal	5	12	$ 399.00	2/1/2026
	Metal	6	15	$ 399.00	2/1/2026
	Metal	14	14	$ 599.00	2/1/2026
	Metal	14	14	$ 599.00	2/1/2026
	Metal	14	14	$ 399.00	2/1/2026
	Metal	10	10	$ 399.00	2/1/2026
	Metal	10	10	$ 399.00	2/1/2026
	Metal	12	8	$ 399.00	2/1/2026
	Metal	10	10	$ 299.00	2/1/2026
	Metal	14	12	$ 299.00	2/1/2026
	Metal	14	12	$ 299.00	2/1/2026
	Metal	14	12	$ 299.00	2/1/2026
	Metal	14	12	$ 299.00	2/1/2026
	Metal	18	12	$ 599.00	3/1/2026
	Metal	18	12	$ 599.00	3/1/2026
	Metal	18	12	$ 599.00	3/1/2026
	Metal	18	12	$ 599.00	3/1/2026

	Metal	12	10	$ 499.00	3/1/2026
	Metal	12	10	$ 499.00	3/1/2026
	Metal	12	10	$ 499.00	3/1/2026
	Metal	12	10	$ 499.00	3/1/2026
	Metal	12	10	$ 499.00	3/1/2026
	Metal	12	10	$ 499.00	3/1/2026
	Metal	12	10	$ 499.00	3/1/2026
	Metal	12	10	$ 599.00	3/1/2026
				$ 259.00	3/1/2026
				$ 259.00	3/1/2026
				$ 259.00	3/1/2026
				$ 259.00	3/1/2026
	Metal	18	12	$ 599.00	3/1/2026
	Metal	18	12	$ 599.00	3/1/2026
	Metal	18	12	$ 599.00	3/1/2026
	Metal	18	12	$ 599.00	3/1/2026
	Metal	18	12	$ 599.00	3/1/2026
	Metal	18	12	$ 599.00	3/1/2026
	Metal			$ 259.00	3/1/2026
	Metal			$ 259.00	3/1/2026

N/A	Metal	8	10	$ 299.00	4/1/2026
N/A	Metal w/ insulation	14	14	$ 399.00	4/1/2026
N/A	Metal w/ insulation	14	14	$ 399.00	4/1/2026
N/A	Metal w/ insulation	8	12	$ 399.00	4/1/2026
	Metal			$ 399.00	4/2/2026
	Metal			$ 399.00	4/3/2026
	Metal			$ 399.00	4/4/2026
	Metal			$ 399.00	4/5/2026
	chainmail	12	10	$ 399.00	4/1/2026
	Metal	8	8	$ 299.00	4/1/2026
	Metal	10	10	$ 399.00	4/1/2026
	Metal insulated with 6 small windows	10	10	$ 599.00	4/1/2026
		10	10	$ 399.00	4/1/2026
				$ 599.00	4/1/2026

	Horizontal panels 5 metal and 2 glass	14	12	$ 599.00	4/1/2026
	Horizontal panels 5 metal and 2 glass	14	12	$ 599.00	4/1/2026
RSX	Horizontal panels 6 metal and 1 glass	13	13	$ 599.00	4/1/2026
	Metal	10	16	$ 599.00	4/1/2026
	5 Metal Horizontal Pan	9	15	$ 599.00	4/1/2026

Logic 5.0	chainmail	12	11	$ 599.00	5/1/2026
Elite Series 4.0	chainmail	12	11	$ 599.00	5/1/2026
	chainmail	16	12	$ 599.00	5/1/2026
	chainmail	16	14	$ 599.00	5/1/2026
old	chainmail	12	12	$ 599.00	5/1/2026
	Solid Metal	11	14	$ 1,099.00	5/1/2026
	Solid Metal	11	14	$ 1,099.00	5/1/2026
old	chainmail	12	11	$ 599.00	5/1/2026
old	chainmail	12	11	$ 599.00	5/1/2026
old	chainmail	12	11	$ 599.00	5/1/2026
old	chainmail	12	11	$ 599.00	5/1/2026
				$ 599.00	5/1/2026

	Metal 2 small windows	8	6	$ 499.00	6/1/2026

	6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 499.00	6/1/2026
	6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 499.00	6/1/2026
	8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 499.00	6/1/2026
	8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 499.00	6/1/2026
	8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 499.00	6/1/2026
	8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 399.00	6/1/2026
	6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00	6/1/2026
	6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00	6/1/2026
	8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 399.00	6/1/2026
	8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 399.00	6/1/2026
	6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00	6/1/2026
	6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00	6/1/2026

	6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00	6/1/2026
	8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 399.00	6/1/2026
	8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 399.00	6/1/2026
	8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 399.00	6/1/2026
	8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 399.00	6/1/2026
	6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00	6/1/2026
	6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00	6/1/2026
	Metal	4	5	$ 399.00	6/1/2026
	Metal	6	10	$ 399.00	6/1/2026
	Metal	12	12	$ 599.00	6/1/2026
	Metal	12	12	$ 599.00	6/1/2026
	Metal	12	12	$ 599.00	6/1/2026
	Metal	12	12	$ 599.00	6/1/2026
	Metal	10	12	$ 499.00	6/1/2026
	Metal	12	12	$ 599.00	6/1/2026
	Metal	12	12	$ 599.00	6/1/2026
	Metal			$ 259.00	6/2/2026
	Metal			$ 259.00	6/3/2026
	Metal			$ 259.00	6/4/2026
	Metal			$ 259.00	6/5/2026
	Metal			$ 259.00	6/6/2026
	Metal			$ 599.00	6/1/2026

	Metal			$ 599.00	6/1/2026

	Metal	15	10	$ 499.00	7/1/2026
	Metal	15	20	$ 499.00	7/1/2026
	Metal	15	10	$ 599.00	7/1/2026
	Metal	12	10	$ 599.00	7/1/2026
				$ 599.00	7/1/2026
	Metal	14	12	$ 599.00	7/1/2026
	Metal	14	12	$ 599.00	7/1/2026
	Metal	8	8	$ 499.00	7/1/2026
	Metal	14	12	$ 499.00	7/1/2026
	Metal	14	12	$ 299.00	7/1/2026
	Metal	5	8	$ 499.00	7/1/2026
	Metal	5	8	$ 599.00	7/1/2026
	Metal	5	8	$ 599.00	7/1/2026
	Metal	5	8	$ 599.00	7/1/2026
	Metal	5	6	$ 599.00	7/1/2026
	Metal	5	6	$ 599.00	7/1/2026
	Metal	5	6	$ 599.00	7/1/2026
	Metal	5	6	$ 599.00	7/1/2026
	Metal	5	6	$ 599.00	7/1/2026

$ 74,980.00

WILCO TEXAS

Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	22RFP32	**Department:**	Facilities Management
Vendor Name:	The Door Company		
Purpose/Intended Use of Product or Service (summary):			
Overhead Door Annual Preventative Maintenance Services			
Type of Contract:	RFP	**Start Date:**	10/01/2024
Purchasing Contact:	Cheryl Johnson	**End Date:**	09/30/2025
Department Contact:			

- **Williamson County wishes to extend this bid/proposal for the same terms, and conditions as the existing contract but with additional items added to contract. Pricing for existing items stay the same. See detailed information attached.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

Renewal Option Period 4	
Renewal Option Period 3	
Renewal Option Period 2	
Renewal Option Period 1	October 01, 2024 – September 30, 2025
Initial Contract Period	December 21, 2021 – September 30, 2024

\\BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor NJC LLC, DBA The Door Company

Name Clint M. Jones

Title General Manager

Signature [signature]

Date 9/9/24

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell, Jr

Williamson County Judge

Signature [signature]

Date Sep 17, 2024

FY 25 Attachment B – Compensation and Fee Schedule

This attachment shall be completed and returned with the Contractor response. Failure to return this completed attachment will result in the disqualification of the response.

Contractor shall submit a Compensation and Fee Schedule with a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into its contract.

Rates shall remain firm throughout the term of this contract purchase agreement. This compensation and fee scheduled shall be used to establish fixed prices for services by purchase order.

After award and as individual projects are identified, awarded Contractor will be requested to submit a fee proposal detailing the total fee for providing the Services for the specific project expressed as a "not to exceed" amount, the number of hours (by specialty in accordance with the approved fee schedule), and the total anticipated amount for reimbursable expenses. Contractor shall be responsible for all expenses associated with the work identified in the purchase order. (Labor, equipment, materials, travel, etc.). Final work order proposal, including all expenses for each individual work orders will be negotiated and approved at time of award of each work order and shall become a "fixed price" work order.

Service Request	Hourly Rate
1. Regular Business Hours	
a. Regular Hours	$ 129.00
2. After Regular Business Hours	
a. After Regular Hours	$ 193.50
3. Weekend or County approved Holiday(s)	
a. Weekends or County approved Holidays	$ 193.50
4. **Emergency Response during Regular Hours**	
a. Regular Business Hours	$ 139.00
5. Emergency Response during After Hours	
a. After Business Hours	$ 193.50
6. Emergency Response on Weekends or Approved Holidays	
a. Weekend	$ 193.50
b. Williamson County Approved Holidays	$ 193.50

Materials – Remedial Repairs:

Materials not covered under quarterly or annual services:

- Contractor shall invoice at cost plus __9__ percent. County retains right to audit all equipment invoices.

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FY25 - The Door Company - Contract # 22RFP32

Building Name	City	Bld #	Door #	Location in building	Opening Process	Operator Location	Power	Make	Model	Material	Height(ft)	Width	FY25 - Annual Price Per Door	Month for Service
EMS Training	Georgetown	1078	1	Rear Warehouse	Roll up No Chain	Inside Right	Electric	Cookson		Metal	15	15	$ 599.00	12/1/2024
EMS Training	Georgetown	1078	1	Secure Area - Rolling out	Rolling w/chain	Inside	Electric			Metal			$ 259.00	12/1/2024
EMS Training	Georgetown	1078	2	Secure Area - Rolling in	Rolling w/chain	Inside	Electric			Metal			$ 259.00	12/1/2024
EMS Training	Georgetown	1078	3	Secure Area	Rolling w/chain	Inside	Electric			Metal			$ 259.00	12/1/2024
Florence Radio Tower	CR 970, Florence	NA	1	Road & Bridge Yard	Rolling	N/A	Electric			Metal			$ 259.00	12/1/2024
Animal Shelter	Georgetown	NA	1	Rear of exterior kennel	Roll up	N/A	Manual	N/A	N/A	Metal	7	8	$ 389.00	12/1/2024
Animal Shelter	Georgetown	NA	2	Small Dog Intake	Roll overhead on track w/chain	Inside	Electric	Lift Master		4 Horizontal Pannels	9	10	$ 499.00	12/1/2024
Animal Shelter	Georgetown	NA	3	Cats Facing In	Roll overhead on track w/chain	Inside	Electric	Overhead Door		5 Horizontal Pannels	9	10	$ 499.00	12/1/2024
Animal Shelter	Georgetown	NA	4	Cats Facing Out	Roll overhead on track w/chain	Inside	Electric	Overhead Door		5 Horizontal Pannels	9	10	$ 499.00	12/1/2024
Animal Shelter	Georgetown	NA	1	Secure Parking - Back of Building	Rolling w/chain	Inside	Electric			Metal			$ 259.00	12/1/2024
Animal Shelter	Georgetown	NA	2	Secure Parking - Back of Building	Rolling w/chain	Inside	Electric			Metal			$ 259.00	12/1/2024
ESOC	Georgetown	1071	1	Rear	Roll up while chain	Inside Right	Manual			Metal	12	8	$ 399.00	12/1/2024
ESOC	Georgetown	1071	1	Secure Parking - Back of Building	Rolling w/chain	Inside	Electric			Metal			$ 259.00	12/1/2024
ESOC	Georgetown	1071	2	Secure Parking - Back of Building	Rolling w/chain	Inside	Electric			Metal			$ 259.00	12/1/2024
Lott	Georgetown	1011	1	Kitchen Roll up window									$ 399.00	12/1/2024
Lott	Georgetown	1011	1	Secure Parking - Back of Building	Rolling w/chain	Inside	Electric			Wooden			$ 359.00	12/1/2024
Lott	Georgetown	1011	2	Secure Parking - Back of Building	Rolling w/chain	Inside	Electric			Wooden			$ 359.00	12/1/2024
508 Holly	Georgetown	1029	1	North Side of Building	Roll overhead on track w/chain	Inside	Manual			6 Horizontal Metal Pannels	12	12	$ 499.00	12/1/2024
508 Holly - Bldg 2	Georgetown	1029	1	South Side of Building	Roll overhead on track w/chain	Inside	Electric	Lift Master	MHS5011	Metal	10	10	$ 499.00	12/1/2024
508 Holly - Bldg 2	Georgetown	1029	2	South Side of Building	Roll overhead on track w/chain	Inside	Electric	Lift Master	MHS5011	Metal	10	10	$ 499.00	12/1/2024
Old DPS	Georgetown	1007	1	Secure Parking - Back of Building	Rolling w/chain	Inside	Electric			Wooden			$ 259.00	12/1/2024
Old DPS	Georgetown	1007	2	Secure Parking - Back of Building	Rolling w/chain	Inside	Electric			Wooden			$ 259.00	12/1/2024
Juvenile Justice Center	Georgetown	1045	1	Front of Bus Barn	Roll up		Electric			Metal	14	18	$ 599.00	12/1/2024
Juvenile Justice Center	Georgetown	1045	2	Back of Bus Barn	Roll up		Electric			Metal	14	18	$ 599.00	12/1/2024
Juvenile Justice Center	Georgetown	1045		Dock Leveler									$ 599.00	12/1/2024
Georgetown Annex	Georgetown	1080	1	Interior 2nd Floor near JP	Roll up	Inside and outside	Electric	Cornell		chainmail	10	17	$ 299.00	12/1/2024
EXPO Center	Taylor	1047	1	Main Pavilion West Concession Right	Roll up	N/A	Manual	Cornell		Metal	6	15	$ 399.00	1/1/2025
EXPO Center	Taylor	1047	2	Convention Center Exterior North	Roll up w/ chain	Inside on Right	Manual			Metal	12	12	$ 399.00	1/1/2025
EXPO Center	Taylor	1047	3	Convention Center Exterior West Left	Roll up w/ chain	Inside on Right	Manual			Metal	15	14	$ 399.00	1/1/2025
EXPO Center	Taylor	1047	4	Convention Center Exterior West Right	Roll up w/ chain	Inside on Right	Manual			Metal	15	14	$ 399.00	1/1/2025
EXPO Center	Taylor	1047	5	Small building across from convention center SE Door	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	$ 399.00	1/1/2025
EXPO Center	Taylor	1047	6	Small building across from convention center SW Door	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	$ 399.00	1/1/2025
EXPO Center	Taylor	1047	7	Small building across from convention center NW Door	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	$ 399.00	1/1/2025
EXPO Center	Taylor	1047	8	Small building across from convention center NE Door	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	$ 399.00	1/1/2025
EXPO Center	Taylor	1047	9	Convention Center Interior North	Roll up w/ chain	Inside on Right	Manual			Metal	8	7	$ 399.00	1/1/2025
EXPO Center	Taylor	1047	10	Convention Center Interior Front Right	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	$ 399.00	1/1/2025
EXPO Center	Taylor	1047	11	Convention Center Interior Front Left	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	$ 399.00	1/1/2025
EXPO Center	Taylor	1047	12	Convention Center Exterior South	Roll up	N/A	Manual	Cornell		Metal	15	15	$ 429.00	1/1/2025
EXPO Center	Taylor	1047	13	Convention Center Concession West	Roll up	N/A	Manual			Metal	5	15	$ 299.00	1/1/2025
EXPO Center	Taylor	1047	14	Convention Center Concession East	Roll up w/ chain	Inside on Right	Manual			Metal	5	12	$ 399.00	1/1/2025
EXPO Center	Taylor	1047	15	Main Pavilion West Concession Left	Roll up	N/A	Manual	Cornell		Metal	6	15	$ 399.00	1/1/2025
EXPO North Pavilion	Taylor	1047	1	South Side Right	Roll up w/ chain right	Inside Right	Electric			Metal	14	14	$ 599.00	1/1/2025
EXPO North Pavilion	Taylor	1047	2	South Side Middle	Roll up w/ chain right	Inside Right	Electric			Metal	14	14	$ 599.00	1/1/2025
EXPO North Pavilion	Taylor	1047	3	South Side Left	Roll up w/ chain right	Inside Right	Electric			Metal	14	14	$ 399.00	1/1/2025
EXPO North Pavilion	Taylor	1047	4	Southwest Exterior	Roll up w/ chain right	Inside Right	Electric			Metal	10	10	$ 399.00	1/1/2025

EXPO North Pavilion	Taylor	1047	5	Southwest Interior	Roll up w/ chain right	Inside Right	Electric			Metal	10	10	$ 399.00	1/1/2025
EXPO North Pavilion	Taylor	1047	6	East Interior	Roll up w/ chain right	Inside Right	Electric			Metal	12	8	$ 399.00	1/1/2025
EXPO North Pavilion	Taylor	1047	7	Northeast Exterior	Roll up w/ chain right	Inside Right	Electric			Metal	10	10	$ 299.00	1/1/2025
EXPO North Pavilion	Taylor	1047	8	East Side Right	Roll up w/ chain right	Inside Right	Electric			Metal	14	12	$ 299.00	1/1/2025
EXPO North Pavilion	Taylor	1047	9	East Side Middle Right	Roll up w/ chain right	Inside Right	Electric			Metal	14	12	$ 299.00	1/1/2025
EXPO North Pavilion	Taylor	1047	10	East Side Middle Left	Roll up w/ chain right	Inside Right	Electric			Metal	14	12	$ 299.00	1/1/2025
EXPO North Pavilion	Taylor	1047	11	East Side Left	Roll up w/ chain right	Inside Right	Electric			Metal	14	12	$ 299.00	1/1/2025
Facilities Service Center	Georgetown	1063	1	Rear Left	Roll up	N/A	Manual	N/A	N/A	Metal	8	10	$ 299.00	2/1/2025
Facilities Warehouse	Georgetown	1063	1	Warehouse - East	Roll up w/ chain	Inside Right	**Electric**	N/A	N/A	Metal w/ insulation	14	14	$ 399.00	2/1/2025
Facilities Warehouse	Georgetown	1063	2	Warehouse - West	Roll up w/ chain	Inside Right	**Electric**	N/A	N/A	Metal w/ insulation	14	14	$ 399.00	2/1/2025
Facilities Warehouse	Georgetown	1063	3	Warehouse - North	Roll up	N/A	Manual	N/A	N/A	Metal w/ insulation	8	12	$ 399.00	2/1/2025
Facilities Warehouse	Georgetown	1063	1	Secure Area - East	Rolling on track w/chain	Inside	Electric			Metal			$ 259.00	2/1/2025
Facilities Warehouse	Georgetown	1063	2	Secure Area - Northeast	Rolling on track w/chain	Inside	Electric			Metal			$ 259.00	2/1/2025
Facilities Warehouse	Georgetown	1063	3	Secure Area - Northeast	Rolling on track w/chain	Inside	Electric			Metal			$ 259.00	2/1/2025
Historic Courthouse	Georgetown	1000	1	Interior 3rd Floor near Audit	Roll Up	Inside Right	Electric			chainmail	12	10	$ 399.00	2/1/2025
Inner Loop Annex	Georgetown	1043	1	West side	Roll Up	Exterior	Manual			Metal	8	8	$ 299.00	2/1/2025
Inner Loop Annex	Georgetown	1043	2	North Side of Building	Roll up w/ chain	Inside Right	Electric	Lift Master		Metal	10	10	$ 399.00	2/1/2025
Inner Loop Annex	Georgetown	1043	3	East side loading bay	Roll Straight Up on track	Exterior	Manual	Old		Metal insulated with 6 small windows	10	10	$ 599.00	2/1/2025
Inner Loop Annex	Georgetown	1043	4	Elections	Roll up	Inside	Electric				10	10	$ 399.00	2/1/2025
Inner Loop Annex	Georgetown	1043		Dock Leveler									$ 599.00	2/1/2025
Medic 11	Round Rock	1082	1	Front Right	Roll overhead on track w/chain	Inside on Right	Electric	Overhead Door		Horizontal panels 5 metal and 2 glass	14	12	$ 599.00	2/1/2025
Medic 11	Round Rock	1082	2	Front Left	Roll overhead on track w/chain	Inside on Right	Electric	Overhead Door		Horizontal panels 5 metal and 2 glass	14	12	$ 599.00	2/1/2025
Medic 11	Round Rock	1082	1	Front of the building	Roll overhead on track w/chain	Inside on Right	Electric	Overhead Door	RSX	Horizontal panels 6 metal and 1 glass	13	13	$ 599.00	2/1/2025
Medic 41	Taylor	1034	1	Front of the building	Roll overhead on track w/chain	keypad by door exterior	Electric	Lift Master		Metal	10	16	$ 599.00	2/1/2025
Medic 42	Taylor	1015	1	Front of the building	Roll overhead on track w/chain		Electric	*Very Old*		5 Metal Horizontal Pannels	9	15	$ 599.00	2/1/2025
Impound / Inspections	Georgetown	1079	1	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	$ 599.00	2/1/2025
Impound / Inspections	Georgetown	1079	2	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	$ 599.00	2/1/2025
Impound / Inspections	Georgetown	1079	3	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	$ 599.00	2/1/2025
Impound / Inspections	Georgetown	1079	4	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	$ 599.00	2/1/2025
Impound / Inspections	Georgetown	1079	5	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ 499.00	2/1/2025
Impound / Inspections	Georgetown	1079	6	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ 499.00	2/1/2025
Impound / Inspections	Georgetown	1079	7	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ 499.00	2/1/2025
Impound / Inspections	Georgetown	1079	8	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ 499.00	2/1/2025
Impound / Inspections	Georgetown	1079	9	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ 499.00	2/1/2025
Impound / Inspections	Georgetown	1079	10	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ 499.00	2/1/2025
Impound / Inspections	Georgetown	1079	11	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ 499.00	2/1/2025
Impound / Inspections	Georgetown	1079	12	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	$ 599.00	2/1/2025
Impound / Inspections	Georgetown	1079	1	Secure Areas	Rolling w/chain	Inside	Electric			Metal			$ 259.00	2/1/2025
Impound / Inspections	Georgetown	1079	2	Secure Areas	Rolling w/chain	Inside	Electric			Metal			$ 259.00	2/1/2025
Impound / Inspections	Georgetown	1079	3	Secure Areas	Rolling w/chain	Inside	Electric			Metal			$ 259.00	2/1/2025
Impound / Inspections	Georgetown	1079	4	Secure Areas	Rolling w/chain	Inside	Electric			Metal			$ 259.00	2/1/2025
Wireless/Radio Shop	Georgetown	1077	1		Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	$ 599.00	2/1/2025
Wireless/Radio Shop	Georgetown	1077	2		Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	$ 599.00	2/1/2025
Wireless/Radio Shop	Georgetown	1077	3		Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	$ 599.00	2/1/2025
Wireless/Radio Shop	Georgetown	1077	4		Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	$ 599.00	2/1/2025
Wireless/Radio Shop	Georgetown	1077	5		Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	$ 599.00	2/1/2025
Wireless/Radio Shop	Georgetown	1077	6		Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	$ 599.00	2/1/2025
Wireless/Radio Shop	Georgetown	1077	1	Secure Areas	Rolling w/chain	Inside	Electric			Metal			$ 259.00	2/1/2025
Wireless/Radio Shop	Georgetown	1077	2	Secure Areas	Rolling w/chain	Inside	Electric			Metal			$ 259.00	2/1/2025
Jail	Georgetown	1008	1	6th & Forest Left	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	Logic 5.0	chainmail	12	11	$ 599.00	3/1/2025
Jail	Georgetown	1008	2	6th & Forest Right	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	Elite Series 4.0	chainmail	12	11	$ 599.00	3/1/2025
Jail	Georgetown	1008	3	4th & Rock Left	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master		chainmail	16	12	$ 599.00	3/1/2025
Jail	Georgetown	1008	4	4th & Rock Right	Roll Up w/ chain L	Controlled by Jail	Electric			chainmail	16	14	$ 599.00	3/1/2025
Jail	Georgetown	1008	5	Forest	Roll Up w/ chain R	Controlled by Jail	Electric	Lift Master	old	chainmail	12	12	$ 599.00	3/1/2025
Jail	Georgetown	1008	6	Forest Middle	Fold to the sides	Controlled by Jail	Electric	Lift Master		Solid Metal	11	14	$ 1,099.00	3/1/2025

Jail	Georgetown	1008	7	Forest North	Fold to the sides	Controlled by Jail	Electric	Lift Master		Solid Metal	11	14	$ 1,099.00	3/1/2025
Jail	Georgetown	1008	8	Interior Sally Port North L	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	$ 599.00	3/1/2025
Jail	Georgetown	1008	9	Interior Sally Port North R	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	$ 599.00	3/1/2025
Jail	Georgetown	1008	10	Interior Sally Port South L	Roll Up w/ chain R	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	$ 599.00	3/1/2025
Jail	Georgetown	1008	11	Interior Sally Port South R	Roll Up w/ chain R	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	$ 599.00	3/1/2025
Jail	Georgetown	1008	12	Dock Leveler									$ 599.00	3/1/2025
Central Maint Facility	Georgetown	1026	19		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00	3/1/2025
Central Maint Facility	Georgetown	1026	20	Main Building North Side Farthest Left	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00	3/1/2025
Central Maint Facility	Georgetown	1026	21	Interior Shop Library	Roll up		Manual			Metal	4	5	$ 399.00	3/1/2025
Central Maint Facility	Georgetown	1026	22	Interior Parts Room	Roll up	Inside Right	Electric	Raynor		Metal	6	10	$ 399.00	3/1/2025
Central Maint Facility	Georgetown	1026	1	Exterior Parts Room	Roll up	Exterior	Electric			Metal 2 small windows	8	6	$ 499.00	3/1/2025
Central Maint Facility	Georgetown	1026	2	Main Building South Side Farthest Right	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 499.00	3/1/2025
Central Maint Facility	Georgetown	1026	3		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 499.00	3/1/2025
Central Maint Facility	Georgetown	1026	4		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 499.00	3/1/2025
Central Maint Facility	Georgetown	1026	5		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 499.00	3/1/2025
Central Maint Facility	Georgetown	1026	6		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 499.00	3/1/2025
Central Maint Facility	Georgetown	1026	7	Main Building South Side Farthest Left	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 399.00	3/1/2025
Central Maint Facility	Georgetown	1026	8	Smailer Building South Right	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00	3/1/2025
Central Maint Facility	Georgetown	1026	9	Smailer Building South Mid	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00	3/1/2025
Central Maint Facility	Georgetown	1026	10	Smailer Building South Left	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 399.00	3/1/2025
Central Maint Facility	Georgetown	1026	11	Smailer Building North Right	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 399.00	3/1/2025
Central Maint Facility	Georgetown	1026	12	Smailer Building North Mid	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00	3/1/2025
Central Maint Facility	Georgetown	1026	13	Smailer Building North Left	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00	3/1/2025
Central Maint Facility	Georgetown	1026	14	Main Building North Side Farthest Right	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	$ 399.00	3/1/2025
Central Maint Facility	Georgetown	1026	15		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 399.00	3/1/2025
Central Maint Facility	Georgetown	1026	16		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 399.00	3/1/2025
Central Maint Facility	Georgetown	1026	17		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 399.00	3/1/2025
Central Maint Facility	Georgetown	1026	18		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	$ 399.00	3/1/2025
Road & Bridge	Georgetown	1026	1	Front Left	Roll up	Inside Right	Manual			Metal	12	12	$ 599.00	3/1/2025
Road & Bridge	Georgetown	1026	2	Front Middle	Roll up	Inside Right	Manual			Metal	12	12	$ 599.00	3/1/2025
Road & Bridge	Georgetown	1026	3	Front Right	Roll up	Inside Right	Manual			Metal	12	12	$ 599.00	3/1/2025
Road & Bridge	Georgetown	1026	1	Front	Roll up	Inside Right	Manual			Metal	12	12	$ 599.00	3/1/2025
Sign Shop	Georgetown	1026	1	Building J	Roll up w/ chain	Inside on Right	Manual			Metal	10	12	$ 499.00	3/1/2025
Road & Bridge	Georgetown	1026	1	Equipment Shop	Roll up w/ chain		Manual			Metal	12	12	$ 599.00	3/1/2025
Road & Bridge	Georgetown	1026	2	Equipment Shop	Roll up w/ chain		Manual			Metal	12	12	$ 599.00	3/1/2025
Road & Bridge	Georgetown	1026	1	Secure Areas	Rolling w/chain	Inside	Electric			Metal			$ 259.00	3/1/2025
Road & Bridge	Georgetown	1026	2	Secure Areas	Rolling w/chain	Inside	Electric			Metal			$ 259.00	3/1/2025
Road & Bridge	Georgetown	1026	3	Secure Areas	Rolling w/chain	Inside	Electric			Metal			$ 259.00	3/1/2025
Road & Bridge	Georgetown	1026	4	Secure Areas	Rolling w/chain	Inside	Electric			Metal			$ 259.00	3/1/2025
Road & Bridge	Georgetown	1026	5	Secure Areas	Rolling w/chain	Inside	Electric			Metal			$ 259.00	3/1/2025
Berry Sprints Park	Georgetown	1088	1	Maintenance Shop	Roll up w/ chain		Manual			Metal			$ 599.00	3/1/2025
Berry Sprints Park	Georgetown	1088	1	Maintenance Shop	Roll up w/ chain		Manual			Metal			$ 599.00	3/1/2025
River Ranch Barn	Liberty Hill	1087	1	Maint Bldg Back Left	Roll up w/ chain	Right inside	Manual	Cornell		Metal	15	10	$ 499.00	4/1/2025

River Ranch Barn	Liberty Hill	1087	2	Maint Bldg Back Mid	Roll up w/ chain	Right inside	Electric	Cornell		Metal	15	20	$ 499.00	4/1/2025
River Ranch Barn	Liberty Hill	1087	3	Maint Bldg Back Right	Roll up w/ chain	Right inside	Manual	Cornell		Metal	15	10	$ 599.00	4/1/2025
River Ranch Barn	Liberty Hill	1087	4	Maint Bldg Side	Roll up w/ chain	Right inside	Manual	Cornell		Metal	12	10	$ 599.00	4/1/2025
River Ranch Barn	Liberty Hill	1087	5	Caretaker House										4/1/2025
SW Regional Park	Leander	1072	1	Maint Bldg North Right	Roll up w/ chain	Inside Right	Manual			Metal	14	12	$ 599.00	4/1/2025
SW Regional Park	Leander	1072	2	Maint Bldg North Left	Roll up w/ chain	Inside Right	Manual			Metal	14	12	$ 599.00	4/1/2025
SW Regional Park	Leander	1072	3	Maint Bldg East	Roll up	N/A	Manual			Metal	8	8	$ 499.00	4/1/2025
SW Regional Park	Leander	1072	4	Maint Bldg South Left	Roll up w/ chain	Inside Right	Manual			Metal	14	12	$ 499.00	4/1/2025
SW Regional Park	Leander	1072	5	Maint Bldg South Right	Roll up w/ chain	Inside Right	Manual			Metal	14	12	$ 299.00	4/1/2025
SW Regional Park	Leander	1072	6	Baseball Concession Left	Roll up	N/A	Manual	Cookson		Metal	5	8	$ 499.00	4/1/2025
SW Regional Park	Leander	1072	7	Baseball Concession Right	Roll up	N/A	Manual	Cookson		Metal	5	8	$ 599.00	4/1/2025
SW Regional Park	Leander	1072	8	Soccer/Tennis Concess Right	Roll up	N/A	Manual	Cookson		Metal	5	8	$ 599.00	4/1/2025
SW Regional Park	Leander	1072	9	Soccer/Tennis Concess Left	Roll up	N/A	Manual	Cookson		Metal	5	8	$ 599.00	4/1/2025
SW Regional Park	Leander	1072	10	Soccer/Tennis Concess Side	Roll up	N/A	Manual	Cookson		Metal	5	6	$ 599.00	4/1/2025
SW Regional Park	Leander	1072	11	Splash Pad	Roll up	N/A	Manual			Metal	5	8	$ 599.00	4/1/2025
SW Regional Park	Leander	1072	12	Stadium	Roll up	N/A	Manual			Metal	5	8	$ 599.00	4/1/2025
SW Regional Park	Leander	1072	13	Stadium	Roll up	N/A	Manual			Metal	5	8	$ 599.00	4/1/2025
SW Regional Park	Leander	1072	14	Tennis Storage	Roll up	N/A	Manual			Metal	8	8	$ 599.00	4/1/2025

$ 74,120.00

Agenda Item #48, CC 09.17.2024, 22RFP32 Overhead Door Annual Preventative Maintenance Service The Door Company Renewal 1 (Kerstin)

Final Audit Report 2024-09-17

Created:	2024-09-16
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZc8Q6wQPAVoJBDrWqJVfJevqbyjW52ZM

"Agenda Item #48, CC 09.17.2024, 22RFP32 Overhead Door Annual Preventative Maintenance Service The Door Company Renewal 1 (Kerstin)" History

Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
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Document e-signed by Bill Gravell (bgravell@wilco.org)
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Agreement completed.
2024-09-17 - 5:20:27 PM GMT

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1289865

Date Filed:
04/02/2025

Date Acknowledged:
04/02/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
NJC, LLC dba The Door Company
Georgetown, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
22RFP32
Overhead Doors and Preventive Annual Maintenance

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Coco, Nathaniel	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
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NJC, LLC dba The Door Company
Georgetown, TX United States

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Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
22RFP32
Overhead Doors and Preventive Annual Maintenance

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Coco, Nathaniel	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Nathaniel Coco [redacted]

My address i[redacted]

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 02nd day of April (month), 2025 (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **47.**

Meeting Date: 04/08/2025

Approval of Master Service Agreement for HVAC Equipment Services with Texas AirSystems, LLC for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Master Service Agreement, #2025181, between Williamson County and Texas AirSystems, LLC. For HVAC Equipment Services in the not-to-exceed amount of $500,000.00 pursuant to TIPS Cooperative Contract #25010501 and authorize execution of the agreement.

Background

This Master Service Agreement for HVAC Services between Williamson County and Texas AirSystems, LLC is issued to be able to utilize the vendor for services on an as-needed basis. This vendor specializes in AAon equipment and specialized HVAC equipment services. This MSA will be valid as of the date of execution through March 31, 2028. Each project will be initiated with a work order and purchase order. The funding source is 01.0100.0509.004510, Origination #2338 and the point of contact is Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 Texas AirSystems, LLC Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2025 06:01 AM
County Judge Exec Asst.	Andrea Schiele	04/03/2025 01:43 PM
Form Started By: Michelle McKinney		Started On: 04/01/2025 04:17 PM
Final Approval Date: 04/03/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
WITH
Texas AirSystems, LLC

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS MASTER SERVICES AGREEMENT is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Texas AirSystems, LLC** (hereinafter "Service Provider") both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include maintenance, parts and services as needed/requested on County owned HVAC equipment, including but not limited to AAon units. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in each SOW provided. The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Goods: Service Provider shall supply the County the goods described in ~~Exhibit "A" and~~ each SOW provided to the extent it meets or exceeds the County's solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in any SOW, such additional goods shall be described in a separate written amendment to the SOW wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to the SOW has been signed by both parties.

III.

Effective Date and Term: This Contract shall be in full force and effect when signed by all parties and shall continue through March 31, 2028, from effective date. Unless terminated sooner pursuant to paragraph XX below, if applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

IV.

On-Site Representative for Work Monitoring: The County may appoint an on-site project representative to observe the work being performed. The County may conduct inspections to determine the date or dates of substantial completion and the date of final completion. If the County so desires, it may seek written adequate assurance that the work is progressing on-time and pursuant to terms and conditions of this agreement and all related contract documents.

V.

Labor, Materials, Tools & Misc. Items: Service Provider shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work. Service Provider shall enforce strict discipline and good order among their respective employees and other persons carrying out the Agreement. Service Provider shall not permit employees of unfit persons or persons not skilled in tasks assigned to them.

VI.

Compliance With All Laws: Service Provider agrees, in connection with the services or any related items to the subject matter of this Agreement, to comply with any and all local, state, or federal requirements, including but not limited to compliance with regulations of the Texas Commission of Environmental Quality and the Occupational Safety and Health Administration. Additionally, Service Provider shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.

VII.

Duty To Report Problems: Service Provider agrees to advise the County and its

representative(s) within 24 hours of any errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

VII.

Cleaning Up: Service Provider shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the work, Service Provider shall remove from and about the project: waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Service Provider fails to clean up as provided, the cost thereof shall be charged to Service Provider by deducting from final fee or as necessary.

IX.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider in any manner hold itself out as an agent or official representative of The County. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the construction services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, actions, or liability of any kind against The County resulting from any services Service Provider performs on behalf of the County.

TO THE FULLEST EXTENT PERMITETED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFENT WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEROF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSON OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH

INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEAPORDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

X.

Service Provider's Employees: Service Provider covenants and agrees that all personnel engaged shall be employees of Service Provider, and Service Provider shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Workers' Compensation Insurance and any similar taxes or expenses related to such employees, including but not limited to, license fees, insurance premiums and outfitting expenses. Service Provider shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. Service Provider shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

XI.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for specific projects as defined in the SOW's based on COOP contract number TIPS #25010501. The not-to-exceed amount under this Agreement is **Five Hundred Thousand Dollars ($500,000.00)** per fiscal year.

Pursuant to State Law ("Texas Prompt Payment Act") the payment terms are governed as follows:

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears on an invoice submitted by Service Provider, County shall notify Service Provider of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Service Provider, Service Provider shall be entitled to receive interest on the unpaid balance of the invoice submitted by Service Provider

beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Service Provider shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

a) Name, address, and telephone number of Service Provider and similar information in the event the payment is to be made to a different address
b) County Agreement, Purchase Order, and/or delivery order number
c) Identification of items or services as outlined in the Agreement
d) Quantity or quantities, applicable unit prices, total prices and total amounts
e) Any additional payment information which may be called for by the Agreement

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org 512-943-1500

XII.

The County's Decision to Withhold Payment: The County may withhold a payment in whole or in part to the extent reasonably necessary to protect The County due to The County's determination that the work has not progressed to the point indicated in the Agreement documents or that the quality of work is not in accordance with the Agreement documents. The County may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of any request for payment to such extent as may be necessary to protect The County from loss for which Service Provider is responsible, including loss resulting from acts and omissions, because of the following:

1. defective work not remedied;
2. reasonable evidence that the work cannot be completed for the unpaid balance of the Agreement sum;
3. damage to The County;
4. reasonable evidence that the work will not be completed within the Agreement time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
5. persistent failure to carry out the work in accordance with the Agreement documents.

XIII.

Insurance: Service Provider shall provide and maintain, until the services covered in this MSA is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage, or any other type of insurance coverage held by the County.

Upon execution of this MSA, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this MSA.

No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to The County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity or any other immunity under the laws of the State of Texas or of the United States.

XIV.

Warranty: Service Provider warrants to The County that materials, workmanship and equipment furnished under this agreement will be of good quality and new unless otherwise required or permitted by The County, that the work will be free from defects not inherent in the quality required or permitted by law or otherwise, and that the work will conform to the requirements of the Agreement documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

XV.

Taxes: Service Provider shall pay all sales, consumer, use and similar taxes for the work provided by Service Provider which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect.

XVI.

Venue and Applicable Law: Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XVII.

No Assignment: Service Provider may not assign this Agreement.

XVIII.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.

IXX.

Confidentiality: Service Provider expressly agrees that they will not use any incidental confidential information they may obtain while being on governmental property for their own benefit and agrees that is will not enter unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

XX.

Termination: This agreement may be terminated at any time at the option of The County, without further or prospective liability for performance upon giving upon thirty (30) calendar day's written notice to thereof. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only amounts due to Service Provider for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

XXI.

Right of Funds: Despite the agreed upon method of payment set forth above, Service Provider agrees to return to Williamson County pro-rata portion of unearned funds distributed to Service Provider if (a) Service Provider's project progress is insufficient; (b) this Agreement is terminated for any reason; or (c) Service Provider fails in any other respect under this Agreement.

XXII.

County's Right to Audit: Service Provider agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider expressly agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Service Provider reasonable advance notice of intended audits.

XXIII.

Notice: Any notice required to be given under the terms of this AGREEMENT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:
Williamson County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

SERVICE PROVIDER
Texas AirSystems, LLC
5900 E. Ben White Blvd., Bldg. C
Austin, TX 78741

XXIV.

Mediation: The parties agree to use non-binding mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

XXV.

Appropriation of Funds by County: County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Service Provider understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

Non-Appropriation and Fiscal Funding: The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the

right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

XXVI.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Agreement, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Agreement by reference. The Williamson County Vendor Reimbursement Policy can be found at: Williamson County Vendor Reimbursement Policy.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXVII.

Entire Agreement & Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Agreement include the following:

A. COOP contract number TIPS #25010501, incorporated by reference;
B. Insurance certificates evidencing coverages required herein above and
C. Any Amendments agreed to by both parties.

XXVIII.

Signature for the County: The presiding officer of Williamson County's governing body who is authorized to execute this instrument by order duly recorded may execute this Agreement on behalf of the County.

IN WITNESS WHEREOF, that this Agreement shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____ _____, 20___

Texas AirSystems, LLC:

_____
Authorized Signature

Blake Randig
Printed Name

Dated: March 28th, 20___

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Apr 01 2025 Time: 3:27 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Mar 28 2025 Time: 11:37 am

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1288157

Date Filed:
03/28/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Texas AirSystems, LLC.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2025181
HVAC Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Blake Randig, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city) (state) (zip code) US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 28th day of March (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1288157

Date Filed:
03/28/2025

Date Acknowledged:
04/01/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Texas AirSystems, LLC.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025181
HVAC Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **48.**

Meeting Date: 04/08/2025

T3346 Southeast Loop Segment 1 Phase 1 - Change Order #8 (Additional Barricades & MOH)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 8 in the amount of $14,333.44 for Project T3346 Southeast Loop Segment 1 Phase 1 (James Construction Group) P: 463 Funding Source: Road Bond.

Background

This Change Order adds time to the barricades/traffic control item to compensate the Contractor for additional months of maintenance of safety devices for asphalt paving operations. This Change Order also compensates the Contractor for material on hand (18” RCP and Geo-grid) retained by the County, as a result of work that was deleted from the original Contract. These items were used on the adjacent CR 138 Right Turn Lane project. Please see the attached Change Order for additional details.

This Change Order results in a net increase of $14,333.44 to the Contract amount, for an adjusted Contract total of $12,725,661.58. The original Contract amount was $11,526,789.09. As a result of this and all Change Orders to-date, $1,198,872.49 has been added to the Contract, resulting in a 10.40% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T3346-SELoopSeg1Ph1-CO#8

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/03/2025 01:43 PM
Form Started By: Julissa Vasquez		Started On: 04/02/2025 01:18 PM
Final Approval Date: 04/03/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 8

Contract Award Date:	4/27/2021
Project Number:	T3346
Funding Source:	P463
Roadway:	E. Wilco Hwy
CSJ Number:	N/A

Contractor: James Construction

NTP Required: ☐ Yes ☑ No

Project Name: Southeast Loop Segment 1 Phase 1

Change Order Work Limits: Sta. 1129+00 to Sta. 1197+30.48

Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

Reasons: 2I & 6C (3 Max. - In order of importance - Primary first)

Describe the work being revised:

2I. Differing Site Conditions. Additional safety needs (unforeseeable). This Change Order adds time to the barricades/traffic control item to compensate the Contractor for additional months of maintenance of safety devices for asphalt paving operations. **6C. Untimely ROW/Utilities. Utilities not clear.** This Change Order also compensates the contractor for material on hand (18" RCP and Geo-grid) retained by the County, as a result of work that was deleted from the original Contract. These items were used on the adjacent CR 138 Right Turn Lane project.

Work to be performed in accordance with Items: See attached.

New or revised plan sheet(s) are attached and numbered: N/A

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 3-26-25

By

Typed/Printed Name Joey Williams

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: $14,333.44

Original Contract Amount:	$11,526,789.09
Total Change Orders To-Date:	$1,198,872.49
Percent Change in Original Contract:	10.40%

RECOMMENDED FOR EXECUTION:

3/26/2025
Senior Construction Engineer — Date

4/2/2025
Program Manager — Date

N/A
3rd Party Signature — Date

RECOMMENDED FOR EXECUTION:

4/2/2025
Department of Infrastructure, Williamson County — Date

APPROVED:

Presiding Officer of the Williamson County Commissioners Court — Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***8*** ***Project #*** ***T3346***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
502-6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	$2,825.79	27.00	$76,296.33	2.00	29.00	$81,947.91	$5,651.58
999-WC12	MATERIAL ON HAND - GEOGRID & DRAINAGE ITEMS	LS	$8,681.86	0.00	$0.00	1.00	1.00	$8,681.86	$8,681.86
	TOTALS				$76,296.33			$90,629.77	$14,333.44

Williamson County Road Bond Program

Southeast Loop Segment 1 Phase 1
Williamson County Project No. T3346

Change Order No. 8

Reason for Change

This Change Order adds time to the barricades/traffic control item to compensate the Contractor for additional months of maintenance of safety devices for asphalt paving operations. This Change Order also compensates the Contractor for material on hand (18" RCP and Geo-grid) retained by the County, as a result of work that was deleted from the original Contract. These items were used on the adjacent CR 138 Right Turn Lane project.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC12	JAMES CONSTRUCTION MATERIAL ON HAND	1.0	LS

This Change Order results in a net increase of $14,333.44 to the Contract amount, for an adjusted Contract total of $12,725,661.58. The original Contract amount was $11,526,789.09. As a result of this and all Change Orders to-date, $1,198,872.49 has been added to the Contract, resulting in a 10.40% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name	Southeast Loop Seg 1 Ph 1	Solicitation #	T3346	
Date awarded	4/27/2021			
Awarded Contract Amount		$11,526,789.09		
			Percentage Change	
	Change Order #1	$148,710.35	1.29%	
	Change Order #2	$73,007.39	0.63%	
	Change Order #3	$177,807.62	1.54%	
	Change Order #4	$156,231.96	1.36%	
	Change Order #5	$1,093,581.24	9.49%	
	Change Order #6	($1,015,961.92)	-8.81%	
	Change Order #7	$551,162.41	4.78%	
	Change Order #8	$14,333.44	0.12%	
	Total changes to date	$1,198,872.49	10.40%	(Running totals here)
	Adjusted contract amount	$12,725,661.58		

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Monthly Barricades Backup:

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Flasher Invoice 00360362 = $4,503.20

Flasher Invoice 00360736 = $947.19

Subtotal = $5,450.39

Agreed Mark-up of 3.69% = $201.19

TOTAL = $5,651.58

FLASHER Equipment Co

Flasher Equipment Co.
5827 W. US Hwy. 90
San Antonio, TX 78227
210-736-4251

INVOICE

Invoice Date	Invoice No.
11/30/2023	00360362

Terms: Net 10 Days

Chasco Constructors
Tracy
P.O. Box 1057
Round Rock, TX 78680

Job ID: 260895
CR 138 from Dana Rd to CR 137
Hutto, TX

Total Between November & December: $5,450.39

Customer	Customer Job No.	Customer P.O. No.	Period Covered	Foreman Name / Phone#
CHASCO	CR 138 - CO to FCR		11/1/2023 - 11/30/2023	Robert 512-994-9233

Date	Description	From - To	Qty	Days	Units	Price	Total
	---------- RENTALS ----------						
11/30/23	R- MONTHLY CONTRACT	11/01 11/30	1	30	1	875.00	$875.00
11/01/23	RENTAL 10 FOOT D-LEG	11/01 11/30	7	30	210	0.00	$0.00
11/01/23	12 FT D-LEG	11/01 11/30	6	30	180	0.00	$0.00
11/01/23	RENTAL 4 FT TY III BARRICADE	11/01 11/30	1	30	30	0.00	$0.00
11/01/23	8 FT TYPE III PLASTIC BARRICADE	11/01 11/30	6	30	180	0.00	$0.00
11/01/23	METAL BASE FOR TYPE III BARRICADE	11/01 11/30	14	30	420	0.00	$0.00
11/01/23	PLASTIC TRAFFIC BARREL	11/01 11/30	30	30	900	0.00	$0.00
11/01/23	TIRE RING FOR BARREL	11/01 11/30	30	30	900	0.00	$0.00
11/01/23	12X24 CORO WHT TY A BK LGND - Sidewalk Closed	11/01 11/30	2	30	60	0.00	$0.00
11/01/23	30X12 CORO FO HIP BK LGND - Detour	11/01 11/30	6	30	180	0.00	$0.00
11/01/23	30X12 CORO FO HIP BK LGND - Little Lake Rd	11/01 11/30	5	30	150	0.00	$0.00
11/01/23	18 X 48 ALUM DGFO BLACK - M4-10L Detour Arrow	11/01 11/30	1	30	30	0.00	$0.00
11/01/23	18 X 48 ALUM DGFO BLACK - M4-10R Detour Arrow	11/01 11/30	1	30	30	0.00	$0.00
11/01/23	24X30 CORO DGFO BKV - Detour Straight	11/01 11/30	2	30	60	0.00	$0.00
11/01/23	24X30 CORO DGFO BKV - M4-9L Detour Left	11/01 11/30	2	30	60	0.00	$0.00
11/01/23	24X30 CORO DGFO BKV - M4-9R Detour Right	11/01 11/30	2	30	60	0.00	$0.00
11/01/23	30 X 48 ALUM WHITE BLACK - ROAD CLOSED	11/01 11/30	2	30	60	0.00	$0.00
11/01/23	30 X 60 ALUM WHITE BLACK - Road Closed To Thru	11/01 11/30	1	30	30	0.00	$0.00
11/01/23	36 X 36 ALUM DGFO BLACK - DETOUR AHEAD	11/01 11/30	4	30	120	0.00	$0.00
11/01/23	36 X 36 ALUM DGFO BLACK - Road Work Ahead	11/01 11/30	4	30	120	0.00	$0.00
	---------- ONE-TIME CHARGES ----------						
11/01/23	Mobilization Fee		1		1	3,285.00	$3,285.00

EQUIPMENT RENTAL TOTAL $875.00

ONE-TIME CHARGES	$3,285.00
SALES TAX	$343.20
TOTAL CHARGES	$4,503.20
PLEASE PAY THIS AMOUNT	$4,503.20

****** Job Not Complete ******

FLASHER Equipment Co

Flasher Equipment Co.

5827 W. US Hwy. 90
San Antonio, TX 78227
210-736-4251

INVOICE

Invoice Date	Invoice No.
12/31/2023	00360736

Terms: Net 10 Days

Chasco Constructors
Tracy
P.O. Box 1057
Round Rock, TX 78680

Job ID: 260895
CR 138 from Dana Rd to CR 137
Hutto, TX

Customer	Customer Job No.	Customer P.O. No.	Period Covered	Foreman Name / Phone#
CHASCO	CR 138 - CO to FCR		12/1/2023 - 12/31/2023	Robert 512-994-9233

Date	Description	From - To	Qty	Days	Units	Price	Total
	---------- RENTALS ----------						
12/31/23	R- MONTHLY CONTRACT	12/01 12/31	1	31	1	875.00	$875.00
12/01/23	RENTAL 10 FOOT D-LEG	12/01 12/31	7	31	217	0.00	$0.00
12/01/23	12 FT D-LEG	12/01 12/31	6	31	186	0.00	$0.00
12/01/23	RENTAL 4 FT TY III BARRICADE	12/01 12/31	1	31	31	0.00	$0.00
12/01/23	8 FT TYPE III PLASTIC BARRICADE	12/01 12/31	6	31	186	0.00	$0.00
12/01/23	METAL BASE FOR TYPE III BARRICADE	12/01 12/31	14	31	434	0.00	$0.00
12/01/23	PLASTIC TRAFFIC BARREL	12/01 12/31	30	31	930	0.00	$0.00
12/01/23	TIRE RING FOR BARREL	12/01 12/31	30	31	930	0.00	$0.00
12/01/23	12X24 CORO WHT TY A BK LGND - Sidewalk Closed	12/01 12/31	2	31	62	0.00	$0.00
12/01/23	30X12 CORO FO HIP BK LGND - Detour	12/01 12/31	6	31	186	0.00	$0.00
12/01/23	30X12 CORO FO HIP BK LGND - Little Lake Rd	12/01 12/31	5	31	155	0.00	$0.00
12/01/23	18 X 48 ALUM DGFO BLACK - M4-10L Detour Arrow	12/01 12/31	1	31	31	0.00	$0.00
12/01/23	18 X 48 ALUM DGFO BLACK - M4-10R Detour Arrow	12/01 12/31	1	31	31	0.00	$0.00
12/01/23	24X30 CORO DGFO BKV - Detour Straight	12/01 12/31	2	31	62	0.00	$0.00
12/01/23	24X30 CORO DGFO BKV - M4-9L Detour Left	12/01 12/31	2	31	62	0.00	$0.00
12/01/23	24X30 CORO DGFO BKV - M4-9R Detour Right	12/01 12/31	2	31	62	0.00	$0.00
12/01/23	30 X 48 ALUM WHITE BLACK - ROAD CLOSED	12/01 12/31	2	31	62	0.00	$0.00
12/01/23	30 X 60 ALUM WHITE BLACK - Road Closed To Thru	12/01 12/31	1	31	31	0.00	$0.00
12/01/23	36 X 36 ALUM DGFO BLACK - DETOUR AHEAD	12/01 12/31	4	31	124	0.00	$0.00
12/01/23	36 X 36 ALUM DGFO BLACK - Road Work Ahead	12/01 12/31	4	31	124	0.00	$0.00

EQUIPMENT RENTAL TOTAL	$875.00
ONE-TIME CHARGES	$0.00
SALES TAX	$72.19

TOTAL CHARGES	$947.19
PLEASE PAY THIS AMOUNT	$947.19

****** Job Not Complete ******

REQUEST FOR MATERIALS ON HAND SUMMARY PAGE

WILLIAMSON COUNTY
1848

Project: SE LOOP SEG 1 PH 1
Project No.: T3346

Sheet Totals				Amount
Sheet	1	of	2	4188.58
Sheet	2	of	2	4493.28
Sheet		of		
Sheet		of		
Sheet		of		
Sheet		of		
			Total Value:	8681.86
			Less Previous Total Value:	8681.86
			Net Change This Estimate:	0.00

1. Materials are non-perishable and suitable for incorporation into the work.

2. Base and aggregates are stockpiled at a non-commercial plant (source) in the vicinity of the project. A commercial source is defined as any source that supplies Base, Aggregates, HMACP or Concrete to the general public.

3. All materials are stored properly to prevent deterioration, contamination or intermingling of stockpiles.

4. Paid invoices are on file for any material that has been included in two estimate cycles.

5. All materials are identified and set apart for this project and have not been included in a request for payment on any other project.

6. Section VI(A) of the TxDOT publication "Construction Estimates" is a complete guide for materials on hand payment and shall be used to evaluate Contractor's requests.

7. The signatory hereby warrants that they have the authority to execute this request.

I certify that the quantities and values shown on this request for payment are true and correct. The materials are stored on the project site, or in Williamson County-approved locations, and meet all requirements shown hereon.

James Construction
Contractor

Alexander Krejchi
Name (Print or Type)

Project Manager
Title

Signature

11/3/23
Date

Texas Department of Transportation

Form 1915
(Rev. 04/14)
Page of

CSJ: T3346
PROJECT: SE LOOP SEG 1 PH 1
HIGHWAY: SE LOOP
COUNTY: Williamson

REQUEST FOR PAYMENT OF MATERIAL ON HAND

CONTRACTOR James Construction

Estimate Period From 10/01/23 To 10/31/23

[Click on (+) to ADD items (-) to DELETE items]

Item and Description Number (0000-0000)	Material Description and Location	Unit of Meas	Received This Period	Previous Quantity On Hand	Used This Period	Balance On Hand	Unit Price $	Total Installed to Date	Plan Qty	Total Value $
422-6001	Geogrid, 747 CR138 Hutto TX 78634	SY		1,531.8400	0.0000	1,531.8400	1.0200	31,877.1600	33,808.0000	1,562.4768
512-6001	PORT CTB (FURN & INST)(SGL SLOPE)(TY 1P	LF		0.0000	0.0000	0.0000	52.0000	0.0000	810.0000	0.0000
450-6030	RAIL (TY C221) LARWELL DEPOSIT + 2100.78 LF FABRICATED	LF		0.0000	0.0000	0.0000	19.9500	0.0000	3,669.0000	0.0000
465-6128	INLET COMPL PSL FG 3X3-3X3, Stored on site	EA		1.0000	0.0000	1.0000	2,626.1000	6.0000	7.0000	2,626.1000
465-6126	INLET COMPL PSL FG 4X4-4X4, Stored on site	EA		0.0000	0.0000	0.0000	2,519.4000	3.0000	5.0000	0.0000

Add New Page

Sheet Total 4,188.58

"By submitting a request for Material on Hand (MOH) payment, the Contractor expressly authorizes the Texas Department of Transportation (Department) to audit MOH records, and to perform process reviews of the record-keeping system. If the Department determines noncompliance with any of the requirements of the contract, the Department may exclude payment for any or all MOH for the duration of the Contract":

Signature of Contractor Authorized Representative: _____ **Date:** 11/03/23

Contact/Help

Form 1915 (Rev. 04/14)
Page of

Item and Description Number (0000-0000)	Material Description	Unit of Meas	Received This Period	Previous Quantity On Hand	Used This Period	Balance On Hand	Unit Price $	Total Installed to Date	Plan Qty	Total Value $
464-6003	RC PIPE(CL III) (18IN) Stored on site	LF		184.0000	0.0000	184.0000	24.4200	3337	3534	4,493.2800
464-6005	RC PIPE(CL III) (24IN) Stored on site	SF		0.0000	0.0000	0.0000	33.6600	3086	3503	0.0000
						0.0000				0.0000
						0.0000				0.0000
						0.0000				0.0000
						0.0000				0.0000
						0.0000				0.0000
						0.0000				0.0000
						0.0000				0.0000

Add Another Page

Grand Total 8,681.86 **Sheet Total** 4,493.28

"By submitting a request for Material on Hand (MOH) payment, the Contractor expressly authorizes the Texas Department of Transportation (Department) to audit MOH records, and to perform process reviews of the record-keeping system. If the Department determines noncompliance with any of the requirements of the contract, the Department may exclude payment for any or all MOH for the duration of the Contract":

Signature of Contractor Authorized Representative: _____ **Date:** 11/03/23

Contact/Help

Print Form

Commissioners Court - Regular Session **49.**

Meeting Date: 04/08/2025

Liberty Hill Bypass (Seg 3)- LJA - PSA Amendment No.1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Contract Amendment No. 1 to the Liberty Hill Bypass East (Segment 3) contract executed March 19, 2024, between Williamson County and LJA Engineering, Inc. relating to the 2023 Road Bond Program. Project: P663 Fund Source: Road Bonds

Background

This Contract Amendment No. 1 amends the Exhibit D - Rate Schedule in the Master Contract to add new sub-consultant dss+ and increases the compensation cap by $50,000.00 from $2,600,000.00 to $2,650.000.00 to allow for the execution of Supplemental No. 2 to Work Authorization No. 1.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Liberty Hill Bypass, Seg 3 - PSA Amendment#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/03/2025 01:43 PM
Form Started By: Marie Walters		Started On: 04/02/2025 03:22 PM
Final Approval Date: 04/03/2025		

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Liberty Hill Bypass East (Segment 3) ("Project")

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and LJA Engineering, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 19th, 2024 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $2,600,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $2,600,000.00 to $2,650,000.00, reflecting a total increase of $50,000.00.

II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Derek Bohls, PE	_____
Printed Name	Printed Name
Vice President	_____
Title	Title
3/25/2025	_____
Date	Date

APPROVED
By Christen Eschberger at 2:23 pm, Apr 01, 2025

Exhibit D

No changes in rates for LJA

LJA ENGINEERING LIBERTY HILL BYPASS - SEGMENT 3	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Project Principal	$325.00
Senior Project Manager	$290.00
Project Manager	$260.00
Quality Manager	$260.00
Senior Engineer (15+ yrs)	$240.00
Project Engineer (10-15 yrs)	$210.00
Design Engineer (5-10 yrs)	$180.00
Senior Designer	$175.00
Designer	$125.00
Engineer-in-Training	$150.00
Senior Structural Engineer	$260.00
Structural Engineer	$220.00
Senior Engineering Technician	$160.00
Senior CADD Operator	$145.00
CADD Technician	$120.00
Project Representative	$130.00
Utility Coordinator	$140.00
Senior Utility Coordinator	$175.00
GIS Analyst/Cartography	$145.00
GIS Technician	$130.00
Admin	$90.00

No changes in rates for SWCA

SWCA Environmental Consultants LIBERTY HILL BYPASS - SEGMENT 3	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Subject Matter Expert IV	$293.00
Subject Matter Expert III	$268.00
Subject Matter Expert II	$242.00
Subject Matter Expert I	$230.00
Specialist XII	$226.00
Specialist XI	$207.00
Specialist X	$189.00
Specialist IX	$169.00
Specialist VIII	$158.00
Specialist VII	$147.00
Specialist VI	$137.00
Specialist V	$123.00
Specialist IV	$114.00
Specialist III	$104.00
Specialist II	$91.00
Specialist I	$77.00

Exhibit D

No changes in rates for McGray

McGray & McGray Land Surveyors, Inc. LIBERTY HILL BYPASS - SEGMENT 3	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Conventional Field Crew Services:	
1 man reconnaissance or data gathering	$140.00
2 man survey crew, with vehicle and data collection	$190.00
3 man survey crew, with vehicle and data collection	$225.00
Fixed Wing Flight crew (Includes pilot and Sensor Operator)	$225.00
Helicopter Flight crew (Includes pilot and Sensor Operator)	$225.00
Office/Professional/Technical Services:	
Project Manager	$201.50
GIS Technician - Senior	$107.17
GIS Technician	$87.32
Abstractor	$85.97
Surveyor (RPLS) Senior	$188.06
Surveyor (RPLS)	$166.57
Survey Technician (Surveyor-In-Training) - SIT	$115.53
Survey Technician	$95.38
Certified Photogrammetrist	$107.47
Aerial Mapping Technician	$94.03
Aerial Office Technician	$90.00
Aerial Processing Technician	$91.35
LiDAR Task Lead	$107.47
LiDAR Mapping Technician (Aerial)	$96.72
LiDAR Office Technician (Aerial)	$96.72
LiDAR Processing Technician (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	$96.72
Mapping Editor (includes QA/QC, Finishing & Finalization)	$102.09
Orthophoto Specialist	$91.35
Survey Field Crew Coordinator	$91.35
Project Coordinator – Acquisition (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	$107.47
Project Coordinator - (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	$107.47
Administrative/ Clerical	$85.97
Specialized Equipment:	
ATV (All-Terrain Vehicle)	$85.00 per day
Additional Survey Vehicle	$100.00 per day
LiDAR Terrestrial Scanner	$100.00 per hour
UAV (Drone) Aerial Mapper	$5,000.00 per day
Mobile Mapper	$9,000.00 per day

Exhibit D

No changes in rates for Raba Kistner

RABA KISTNER LIBERTY HILL BYPASS - SEGMENT 3	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Project Manager	$204.10
Sr. QC Reviewer	$255.00
Senior Project Engineer	$233.58
Project Engineer	$159.12
Design Engineer	$182.03
EIT	$146.07
Geotechnical Logger	$119.02
Senior Geotech Technician	$91.80
Geotech Technician	$77.22
Geotech Laboratory Technician	$82.74
Geologist	$154.02
Senior GIS Technician	$110.16
CADD Technician	$104.81
Administrative Coordinator	$71.40
FIELD OPERATIONS	
Mobilization of drill rig	$ 600.00 each
Logger Truck	$ 68.01 per day
3 in. Thin wall Shelby Tube sampling	$ 24.40 per ft
Hollow Stem Drilling	$ 30.89 per ft
NX Rock Coring (shale)	$ 40.31 per ft
NX Rock Coring (limestone)	$ 53.04 per ft
Standard Penetration Testing (SPT)	$ 29.92 per test
TCP with intermittent sampling	$ 32.88 per test
Bentonite Backfill	$ 7.00 per ft
Standard Pavement Coring	$ 93.05 each
Concrete/AC patch	$ 79.38 each
Standby (setup time and cleanup)	$ 284.29 per hr
LABORATORY TESTING	
Atterberg Limits	$ 125.84 each
Moisture Content	$ 16.65 each
Sieve Analysis (passing No. 200)	$ 70.75 each
Sieve Analysis (passing No. 4, 40, 200)	$ 120.04 each
Sulfate Testing	$ 125.12 each
Unconfined Compression (Soil)	$ 60.06 each
Unconfined Compression (Rock)	$ 75.46 each
Direct Shear	$ 650.18 each
Consolidated Undrained (CU) Triaxial Comp Test	$ 1,925 each
Lime Series (Tex-121-E Part III)	$ 452.33 each
Moisture Denisty Relationship (TEX-114-E)	$ 350.45 each
Texas Triaxial Compression (TEX-117-E)	$ 2,200 each
California Bearing Ratio (ASTM D 1833) includes moisture-density relationship test and 3 test specimens	$ 1,011.05 each
Each additional specimen	$ 220.20 each

Exhibit D

New Subconsultant

dss+ LIBERTY HILL BYPASS - SEGMENT 3	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Project Manager	$258.32
Sr. Systems Safety Engineer	$228.99
Systems Safety Engineer	$200.74

Commissioners Court - Regular Session **50.**

Meeting Date: 04/08/2025

CR 314 Possession and Use Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a possession and use agreement for transportation purposes with Fidelity International Trust, William T. Peckman, as Trustee of the Fidelity International Trust, Media Choice, LLC and ACME Partnership, L.P. to acquire outdoor advertising sign (OAS) structure and easement rights in and across 2.239 AC of acquired right of way for the CR 314 project (Parcel 2). Funding Source: Bonds P364

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/03/2025 11:29 AM
Form Started By: Charlie Crossfield		Started On: 04/02/2025 11:47 AM
Final Approval Date: 04/03/2025		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 2
COUNTY OF WILLIAMSON	§	Project: CR 314

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County" or "Grantee"), and **FIDELITY INTERNATIONAL TRUST, WILLIAM T. PECKMAN, AS TRUSTEE OF THE FIDELITY INTERNATIONAL TRUST, MEDIA CHOICE, LLC, AND ACME PARTNERSHIP, L.P.** (the "Grantor" whether one or more), grants to the County, its contractors, agents, and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of the proposed CR 314 roadway project and related appurtenances, drainage, and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as Exhibit "A" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of ONE HUNDRED TWENTY-SIX THOUSAND THREE HUNDRED NINETY-SIX and 00/100 Dollars ($126,396.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon execution of this agreement by the Grantor and Grantee.

   The parties agree that the sum tendered represents 90% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award, or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property,

then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above is either paid to grantor by the County, or is otherwise delivered to a title company acting as escrow agent for the County (the "Effective Date").

4. To the best of Grantor's knowledge, Grantor warrants and represents that the title to the sign structure and easement owned by Grantor on the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered GT2503595, issued March 19, 2025, by Texan Title Insurance Company (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the sign structure and easement owned by Grantor on the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the sign structure and easement owned by Grantor on the Property.

   The above-made warranties are made by Grantor and accepted by County subject the following:

   A. Visible and apparent easements not appearing of record.

   B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be March 31, 2025.

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until entry of Judgment.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining, or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the County takes title to the Property.

11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.

13. It is agreed the County will record this document.

14. Other special conditions: Grantor is retaining title to the following improvements ("Retained Improvements") located on the Property, to wit: double sided outdoor advertising billboard sign (quantity 1). Grantor covenants and agrees to remove the Retained Improvements from the Property by June 1, 2025, subject to such extensions of time as may be granted by the County in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements shall pass to and vest in the county, its successors and assigns, forever.

15. By its authorized signature below, any Tenant which has a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for any use existing as of the time of this Agreement, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTOR:

FIDELITY INTERNATIONAL TRUST

By: Thomas C. Vaught

Name: Thomas C. Vaught

Title: Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 27 day of MARCH, 2025 by THOMAS C. VAUGHT in the capacity and for the purposes and consideration recited herein.

CRAIG L. JENKINS
Notary Public, State of Texas
Comm. Expires 08-25-2025
Notary ID 133291999

Notary Public, State of Texas
Printed Name: CRAIG C. JENKINS
My Commission Expires: 08-25-2025

GRANTOR:

WILLIAM T. PECKMAN, AS TRUSTEE OF THE FIDELITY INTERNATIONAL TRUST

By: Thomas C. Vaught

Name: Thomas C. Vaught for William T. Peckham

Title: Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 27 day of MARCH, 2025 by THOMAS C. VAUGHT in the capacity and for the purposes and consideration recited herein.

CRAIG L. JENKINS
Notary Public, State of Texas
Comm. Expires 08-25-2025
Notary ID 133291999

Notary Public, State of Texas
Printed Name: CRAIG L. JENKINS
My Commission Expires: 08-25-2025

GRANTOR:

MEDIA CHOICE, LLC

By: Thomas C. Vaught

Name: Thomas C. Vaught

Title: Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 27 day of MARCH, 2025 by THOMAS C. VAUGHT in the capacity and for the purposes and consideration recited herein.

CRAIG L. JENKINS
Notary Public, State of Texas
Comm. Expires 08-25-2025
Notary ID 133291999

Notary Public, State of Texas
Printed Name: CRAIG L. JENKINS
My Commission Expires: 08-25-2025

GRANTOR:

ACME PARTNERSHIP, L.P.

By: Thomas C. Vaught

Name: Thomas C. Vaught

Title: Real Estate Dept. / Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 27 day of MARCH, 2025 by THOMAS C. VAUGHT in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: CRAIG L. JENKINS
My Commission Expires: 08-25-2028

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this _____, 202___ by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires:

EXHIBIT "A"
PROPERTY DESCRIPTION

DESCRIPTION OF A 2.239 ACRE (97,507 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE EDMUND PARSONS SURVEY, ABSTRACT NO. 494 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 24.44 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO RONNIE LEE KELM AND SHERRY ANN KELM RECORDED IN VOLUME 904, PAGE 32, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.239 ACRE (97,507 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with plastic cap stamped "RPLS 4641" found, being 312.08 feet right of Engineer's baseline station 26+87.55, being an ell corner in the existing southerly Right-of-Way (ROW) line of County Road 314 (C.R. 314) (variable ROW width), said point being the northwesterly corner of that called 10.00 acre tract of land described in a General Warranty Deed to Byron Reno and Kay Reno recorded in Document No. 2020024605 of the Official Public Records of Williamson County, Texas, same point being on the easterly boundary line of said 24.44 acre tract;

THENCE, N 20°27'05" W, with said existing southerly ROW line, same line being said easterly boundary line of the 24.44 acre tract, a distance of 133.41 feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, (Grid Coordinates determined as N=10,261,167.82, E=3,148,407.44), being 190.13 feet right of Engineer's baseline station 26+38.57, on the proposed southerly ROW line of C.R. 314 (variable ROW width), for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE departing said existing southerly ROW line, with said proposed southerly ROW line, through the interior of said 24.44 acre tract, the following four (4) courses:

1) **S 81°08'55" W**, a distance of **42.85 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 200.00 feet right of Engineer's baseline station 26+00.00, for the beginning of a non-tangent curve to the right;

2) with said curve to the right, having a radius of **2,600.00 feet**, a delta angle of **02°34'10"**, an arc length of **116.60 feet**, and a chord which bears **N 83°47'13 W,** a distance of **116.59 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 200.00 feet right of Engineer's baseline station 24+92.37, for a point of tangency;

3) **N 82°30'08" W**, a distance of **179.49 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set being 200.00 feet right of Engineer's baseline station 23+12.88;

4) **S 55°04'01" W**, a distance of **145.80 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 298.37 feet right of Engineer's baseline station 22+05.27, on the existing easterly ROW line of Interstate Highway 35 (I.H. 35) (variable ROW width) (TxDOT Account No. 9014-5-8), same line being the westerly boundary line of said 24.44 acre tract, for the southwesterly corner of the herein described parcel;

5) **THENCE, N 12°16'10" E**, with said existing easterly ROW line of I.H. 35, same being said westerly boundary line of the 24.44 acre tract, a distance of **277.07 feet** to a calculated point, at the intersection of said existing easterly ROW line of I.H. 35 and said existing southerly ROW line of C.R. 314, being the northwesterly corner of said 24.44 acre tract, for the northwesterly corner of the herein described parcel;

THENCE, departing said existing easterly ROW line of I.H. 35, with said existing southerly ROW line of said C.R. 314, same line being the northerly boundary line of said 24.44 acre tract, the following two (2) courses:

6) **N 66°59'40" E**, a distance of **245.00 feet** to a calculated point;

7) **S 65°42'20" E**, a distance of **72.32 feet** to a 1/2 inch iron rod found for the northeasterly corner of the herein described parcel;

8) **THENCE, S 20°27'05 E**, a distance of **301.72 feet** to the **POINT OF BEGINNING**, containing 2.239 acres (97,507 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

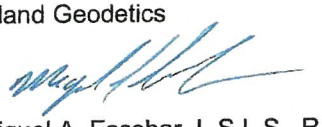
This property description is accompanied by a separate parcel plat.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

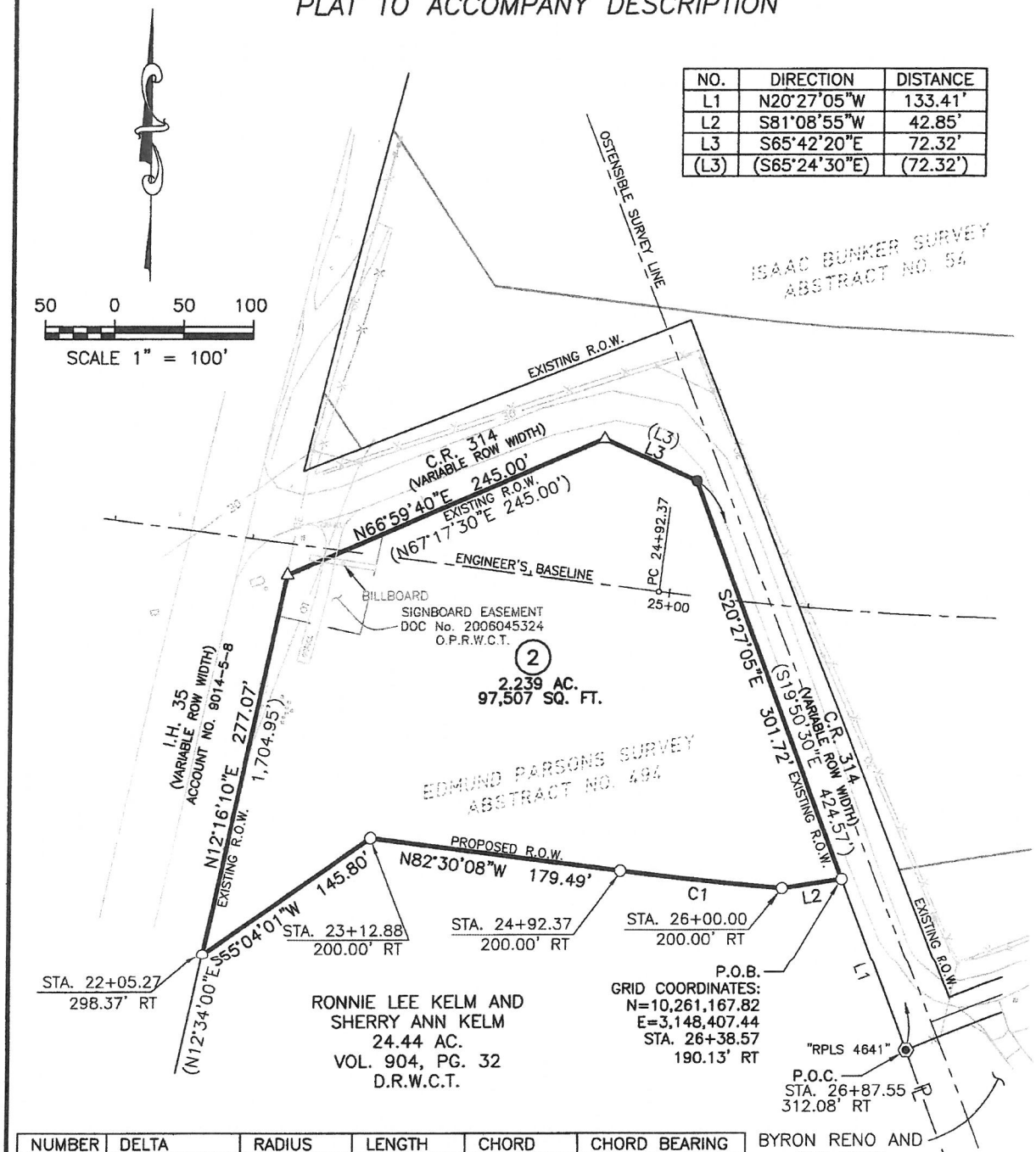
Inland Geodetics



Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001
S:\SEILER-LANKES\CR 314\5-Descriptions-Reports\PARCEL-2-KELM-REV.doc

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N20°27'05"W	133.41'
L2	S81°08'55"W	42.85'
L3	S65°42'20"E	72.32'
(L3)	(S65°24'30"E)	(72.32')

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02°34'10"	2,600.00'	116.60'	116.59'	N83°47'13"W

PROJECT NO.: SLAN-001

02/02/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

RONNIE LEE KELM AND SHERRY ANN KELM

PARCEL 2
2.239 AC.
97,507 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 2-KELM

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.

4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE COMPANY, UNDER GF NO. GT2301873 EFFECTIVE 06/13/2023, ISSUED 06/27/2023. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

SCHEDULE B:

10a. EASEMENT DATED MAY 31, 1944, TO TEXAS POWER AND LIGHT, RECORDED IN VOLUME 324, PAGE 78, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10b. TERMS AND PROVISIONS OF A MEMORANDUM OF EASEMENT (SIGNBOARD) DATED MAY 15, 2006, EXECUTED BY AND BETWEEN RONNIE LEE KELM AND SHERRY ANN KELM, GRANTOR TO FIDELITY INTERNATIONAL TRUST, GRANTEE, RECORDED UNDER DOCUMENT NO. 2006045324, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.
(THE LOCATION IS SHOWN)

10c. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.

10d. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.

10e. (NOT A SURVEY MATTER)

10f. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

10g. RIGHTS OF PARTIES IN POSSESSION.

LEGEND

△	CALCULATED POINT
●	1/2" IRON ROD FOUND
⊛	1/2" IRON ROD WITH CAP FOUND (AS NOTED)
○	5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
℄	PROPERTY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
( )	RECORD INFORMATION

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933.

INLAND GEODETICS

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100

PROJECT NO.: SLAN-001

02/02/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

RONNIE LEE KELM AND
SHERRY ANN KELM

WILLIAMSON COUNTY

PROJECT
C.R. 314

PARCEL 2
2.239 AC.
97,507 SQ. FT.

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 2-KELM

Commissioners Court - Regular Session **51.**

Meeting Date: 04/08/2025

CR 255 Relocation Claim

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a claim for moving expenses with Marcelo's L.P. related to the right of way acquisition on CR 255--Parcel 54. Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/03/2025 11:29 AM
Form Started By: Charlie Crossfield		Started On: 04/02/2025 12:30 PM
Final Approval Date: 04/03/2025		

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s)	Parcel No: 54	County: Williamson
Marcello's, L.P.		Project: CR 255

☐ Residence ☐ Business ☐ Farm ☐ Nonprofit ☐ Sign ☒ Personal Property Only

2. Address of Property Acquired by Williamson County:
26203 Ronald Reagan Blvd
Georgetown, Texas 78633

Claimant's Telephone No.: [redacted]
Email [redacted]

3. Address Moved To:
Remainder Parcel
26203 Ronald Reagan Blvd
Georgetown, Texas 78633

4. Occupancy of Property Acquired by Williamson County:
From (Date): April 2019
To (Date of Move): March 1, 2025
☒ Owner/Occupant ☐ Tenant

5. Distance Moved: Remainder Parcel

7. Mover's Name and Address:
Aaron Concrete Contractors, LLC
4108 Nixon Lane
Austin, Texas 78725

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	04	13	23
b. Date Property Acquired	04	22	24
c. Date Required to Move	05	22	24

8. Property Storage (attach explanation)
From (Date): To (Date of Move): **N/A**

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): To (Date of Move): **N/A**

9. Amount of Claim:	
a. Moving Expenses	$122,400.00
b. Reestablishment Expenses	$
c. Searching Expenses	$
d. Tangible Property Loss	$
e. Storage	$
f. Temporary Lodging	$
g. **Total Amount**	**$122,400.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Payment of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Marcelo's LP
Claimant

Date of Claim: 3-28-2025

Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 122,400.00

3-31-2025
Date

Relocation Agent

Date

Williamson County Judge

RIGHT OF WAY OF TEXAS, LLC

3411 Sam Bass Road, Round Rock, Texas 78681
(O) (512) 372.6220

March 31, 2025

TO: Lisa Dworaczyk, Sheets and Crossfield

FROM: Danny Jackson, Right of Way of Texas

SUBJECT: Phase 1 move Marcelo Vera Concrete Plant

Williamson County:
CR 255
Parcel 54

Forms included with this submission include:

Claim for Actual Moving Expenses
Paid Invoice #25804-01 from Aaron Concrete Contractors LLC
W-9 Marcelo's L.P.
Move Estimate from Aaron Concrete Contractors LLC for both Phase 1 and Phase 2 move
Approval email from Williamson County
Phase 1 completed pictures
Vacancy pictures
Displacement pictures
Contact notes
90 day letter
30 day letter

REMARKS

This claim is for phase 1 moving of the aggregate bins from the new right of way. Because of the right of way acquisition, 26 aggregate bins had to be reconfigured and the drive to the concrete plant needed to be relocated. The approach from the new roadway to the new drive will be completed by the roadway contractor during the construction of the roadway, but because the aggregate bins needed to be moved and reconfigured the move will have to be completed in 2 phases the first phase moves and reconfigures 18 of the bins outside the new right of way and the second phase will finish with relocating the remaining 8 bins once the new drive in in place and the old drive is closes so these bins can be placed in this location.

We have reviewed this invoice and inspected the parcel, and the bins have been moved as part of phase 1. We recommend approval and payment of the claim as submitted.

If you have any questions or need any additional information, please do not hesitate to call me at 512-922-5930.

AARON CONCRETE CONTRACTORS, LLC
P. O. BOX 27107
AUSTIN, TEXAS 78755-1107
(512) 926-7326 FAX (512) 926-2291

Invoice #: 25804-01

Verified Paid 3-31-2025

PROJECT: **Marcelos-RR Concrete Plant**
26203 Ronald Reagan Blvd
Georgetown, Texas

Marcelos Sand & Loam
P O Box 19415
Austin, TX 78760
512-385-5205
Melynda Wright, Melynda@marceloslp.com

ESTIMATE #: **1** **DATE: 3/26/2025**

Item No.	Description of Work Work/Materials	Unit Unit	Price Price	Contract Qty. Amt. Amount	Previous Period Quantity	Previous Period Amount	This Period Completed Quantity	This Period Amount	Total To Date Quantity	Total To Date Amount
	New Base Pad	SF	$ 6.75	8200			14,458.00	$97,591.50	14458.00	$97,591.50
	New Driveway	SF	$ 12.75	6258				$0.00	0.00	$0.00
	Phase 1: Temporary Bin Relocation & New Bin Locations									
	Remove Storage Materials	EA	$ 1,000.00	18			18.00	$18,000.00	18.00	$18,000.00
	Remove Bin	EA	$ 3,000.00	18			18.00	$54,000.00	18.00	$54,000.00
	Set Bin	EA	$ 2,300.00	18			18.00	$41,400.00	18.00	$41,400.00
	Set Materials	EA	$ 500.00	18			18.00	$9,000.00	18.00	$9,000.00
	Phase 2: Relocate To New Bin Location									
	Remove Storage Materials	EA	$1,000.00	8		$0.00		$0.00	0.00	$0.00
	Remove Bin	EA	$3,000.00	8		$0.00		$0.00	0.00	$0.00
	Set Bin	EA	$2,300.00	8		$0.00		$0.00	0.00	$0.00
	Set Materials	EA	$500.00	8		$0.00		$0.00	0.00	$0.00
	TOTAL		$ 32,000.00			$0.00		$219,991.50		$219,991.50

PAID IN FULL 3.27.2025

Received by Sandra Lindsey

TOTAL WORK TO DATE	$219,991.50	$219,991.50
LESS: 0% RETAINAGE	$0.00	$0.00
NET EARNINGS TO DATE	$219,991.50	$219,991.50
LESS: PREVIOUS BILLINGS	$0.00	$0.00
TOTAL DUE THIS ESTIMATE	$219,991.50	$219,991.50

Marcelos - RR Concrete Plant: 26203 Ronald Reagan Blvd, Georgetown, Texas

Aaron Concrete Contractors, LLC

4108 Nixon Lane

Austin, Tx 78725

Contact: **Robert Tomlinson**

Phone: **512-926-7326**

Fax: **512-926-2291**

Quote To:

Phone:
Fax:

Job Name:
Date of Plans:
Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Not Relocation expense	Base Bid				
	New Base Pad	39,000.00	SF	6.75	263,250.00
	New Driveway	6,258.00	SF	12.75	79,789.50
	Total Base Bid				**343,039.50**
Phase 2	**Phase 1: Temporary Bin Relocation**				
	Remove Storage Materials	8.00	EA	1,000.00	8,000.00
	Remove Bin	8.00	EA	3,000.00	24,000.00
	Set Bin	8.00	EA	2,300.00	18,400.00
	Set Material	8.00	EA	500.00	4,000.00
	Total Phase 1: Temporary Bin Relocation				**54,400.00** ✓
Phase 1	**Phase 2: Relocate To New Bin Location**				
	Remove Storage Materials	18.00	EA	1,000.00	18,000.00
	Remove Bin	18.00	EA	3,000.00	54,000.00
	Set Bin	18.00	EA	2,300.00	41,400.00
	Set Material	18.00	EA	500.00	9,000.00
	Total Phase 2: Relocate To New Bin Location				**122,400.00** ✓
	Total Base Bid				
	Material Pricing				
	Total Material Pricing				
GRAND TOTAL					**$519,839.50**

NOTES:

Inclusions: Emabankment, Grading, Base, HMAC for new road, removing and possible savaging existing base, and relocating stored material in storage bins.

Exclusions:
1) P&P Bond (Add 2% if required)
2) Permits
3) Cost of Water and setting up a water source
4) Concrete Cleanout Pitch/Haul Off
5) Traffic Control
6) Seeding/Erosion Control
7) Topsoil Material

8) Testing and Inspections
9) Storm Sewer
10) Striping

Notes:
1) Lay Down Area Expansion to be done before bin relocation and removal of existing laydown area
2) Price is good for 60 Days

Danny Jackson

From: Dani Tristan <dani@matexas.com>
Sent: Friday, January 17, 2025 11:56 AM
To: Danny Jackson
Cc: Marcelo Vera; rtomlinson@aaronconcrete.com; Sam Nassour
Subject: Fwd: CR 255 Parcel 54 Relocation Estimates
Attachments: Bin Relocation Price_update 01072025.pdf

Danny,

Attached is the phased work bid, the overall price stayed the same, just broken into phases. Let us know if you have any other questions. The work has already commenced. Thanks.

Regards,

Dani Tristan
Commercial Real Estate

McAllister & Associates
201 Barton Springs Road
Austin, Texas 78704

mobile (512) 560-8314
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dani@matexas.com

All brokers are required to provide the information about broker services contained in this link.

Confidentiality Notice:
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Danny Jackson

From: Lisa Dworaczyk <lisad@scrrlaw.com>
Sent: Tuesday, January 21, 2025 6:12 PM
To: Danny Jackson
Cc: Sam Nassour; Meghan Drone
Subject: RE: CR 255 Parcel 54 Aggregate Bin Relocation Phase 1 and Phase 2

Approved.
Thank you

Lisa Dworaczyk
512-738-8731

From: Danny Jackson <danny.jackson@rowtx.com>
Sent: Tuesday, January 21, 2025 1:43 PM
To: Lisa Dworaczyk <lisad@scrrlaw.com>
Cc: Sam Nassour <sam.nassour@rowtx.com>; Meghan Drone <meghan@scrrlaw.com>
Subject: CR 255 Parcel 54 Aggregate Bin Relocation Phase 1 and Phase 2

Lisa, hi

Attached for you review and approval is the move estimate for parcel 54 on CR 255. They are going to move in two phases the first phase to temporally move 8 of the bins that are in the proposed ROW and the second phase is to reconfigure the bins for their final location. The numbers highlighted in yellow are the reimbursable relocation cost necessary for the bin relocation, the cost for the base and driveway are not reimbursable as they were paid for in the appraisal.

Also because this is a specialized move and there are not may companies that do this kind of work we are requesting a exception to just have the one bid.

If you have any questions or need any additional information, please do not hesitate to call me.

Thanks,
Danny

Danny Jackson SR/WA, R/W-RAC, R/W-NAC, R/W-URAC
Project Manager
Right of Way of Texas, LLC.
Cell 512-922-5930
danny.jackson@rowtx.com
6101 W Courtyard Dr
Bldg. 1, Ste. 125
Austin, Texas 78730

rowtx.com

CERTIFICATION OF ELIGIBILITY

Project: CR 255 Parcel: 54

Displacee: Marcello's LP

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

N/A

_____ Date:

Claimant

N/A

_____ Date:

Claimant

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

_____ Date: 3-28-2025

Claimant

Contact Notes

Project CR 255
Parcel 54
Name Marcello Vera

Date	Comments
	Concrete Plant Marcello Vera [redacted]
	Dani Tristin [redacted]
	Met with Dani Tristin and Marcello Vera on parcel with appraisal for perappraisial contact. Also discussed relocation it appears that all that will need to be moved is the personal property aggerate bins.
04-27-23 06-14-23 06-15-23	90-day letter sent. 90- day letter returned unclaimed. Resent 90-day letter regular mail.
07-09-23 04-19-24	Call to Marcello Vera regarding 90 day letter to see if he had any questions or wanted to meet to discuss. He ask that I also Call Dani Tristin. Email to Chris Clough to see about setting a meeting with Marcello Vera regarding relocation of the aggerate bis on the parcel.
04-22-24 04-29-24	Sent 30 day letter. Email from Dani Tristin asking about relocation. I call him and we were going to virtual meeting to go over relocation on the parcel. Dani email me bid estimate for moving the bins
05-07-24	Had virtual meeting with Dani Tristin, Marcelo Vera and their engineer to go over move bis and how to reconfigure bins on the remainder. They had questions that I am going to submit to Don Childs to address.
05-09-24 05-22-24	Sent Lisa Dworaczyk a list of questions that Marcello Vera had regarding the project. Received move estimate from Marcello Vera Zoom call with Sheets and Crossfield and Gerald Lanks to discuss options for Vera Move. They are proposing that they sat in place until the new drive can be build later during construction. I said that I would discuss this with Vera.
06-03-24	Had Zoom call with Marcello Vera and Dani Tristan and explained that the county would let them stay in place until the new drive could be constricted during construction, they seems ok what they wanted some questions answered before they made any decisions.

06-14-24	Sent email to Don Childs with questions that Marcello Vera had regarding being able to stay until the new drive was constructed by the county.
07-03-24 08-13-24 09-16-24	Email from Don Childs whit his recommendations for the drive. Email to Don Childs requesting that we have a meeting with the engineers to discuss further. Email to Dani Tristin to set meeting with Himself and Marcello Vera to discuss move options.
09-19-24	Had a meeting Dani Tristin, Marcello Vera and Sam Nassour to go over what the county had proposed for moving the drive. We also discussed the move estimate, and I let them know that we needed a second estimate he said that they should be able to get that. They are going to work on getting a second estimate and will be back in touch with me.
10-09-24	Call with Lisa Dworaczyk wanting the status of the move of the aggregate bins. I told her they were in process of getting estimates and determining the final configuration. I said I would call them to get status and let her know.
10-21-24	Call with Marcello Vera, Dani Tristin and move contractor to discuss moving of the bins. They said they would be able to have this all moved by the end of December and that they would get me an estimate for phase 1 which is to clear the ROW and phase 2 which will be completed once the new drive is in place.
10-22-24 11-14-24	Send Marcello an email following up our call and requesting information that will be needed to bet move estimate approved. Waiting for new ROW to be staked so the bins can be moved, should be done by the end of December 2024.
11-22-24 01-17-25	Sent Marcello email asking to clarify some questions I had regarding the move bid. Sent Marcello email asking if they had finalized what needed to be done to finish their move, The sent the revies estimates and timeline should be done by the end of January.
01-21-25	Send estimates to Lisa Dworaczyk for both phase 1 and phase 2 of the move for her review and approval. Lisa approved the estimates.
02-24-25 03-27-25 03-28-25	Inspected the parcel move completed for Phase 1. Received final paid invoice from Marcello Vera. Prepared and sent claim documents for signature. Received signed claim documents.
03-31-25	Send claim package to Sheets and Crossfield for approval and payment.

Commissioners Court - Regular Session **52.**

Meeting Date: 04/08/2025

Hero Way Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Elsa Moore to acquire a 1.111 AC remainder tract related to the right of way acquisition on the Hero Way project (Parcel 205). Funding Source: LTP P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/03/2025 11:28 AM
Form Started By: Charlie Crossfield		Started On: 04/02/2025 12:40 PM
Final Approval Date: 04/03/2025		

REAL ESTATE CONTRACT
Hero Way Right of Way Remainder Parcel

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **ELSA MOORE** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> Being a 1.111 acre (48,381 square foot) tract of land out of the Milton Hicks Survey, Abstract No. 287, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 205 Part 1R**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit A shall be the sum of SEVEN HUNDRED THIRTY THOUSAND THREE HUNDRED NINETY-EIGHT and 00/100 Dollars ($730,398.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

Special Provisions

2.03. Condemnation Suit Judgment. As an obligation of the parties which shall survive the Closing of this Contract, and as an additional agreement which may be enforceable pursuant to Rule 11 of the TRCP, on or before the expiration of seven (7) days following Closing, the parties agree to execute an Agreed Final Judgment for the condemnation suit identified as Cause No. 24-1518-CC4 and in the form as shown in Exhibit "B" attached hereto and incorporated herein, and Purchaser shall submit the signed judgment document to the Court for entry and filing as soon as possible. The obligations of this paragraph are specifically contingent upon completion of the Closing as set out herein.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Inc. on or before April 30, 2025, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative or contingent matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit A, conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing, but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

Elsa Moore

Elsa Moore

Date: March 26, 2025

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____

Name: _____
County Judge/Presiding Officer

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT A

County: Williamson
Parcel: 205R
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 205R

METES & BOUNDS DESCRIPTION FOR A 1.111 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF LOT 1 OF HIGHMEADOW ESTATES PHASE ONE, A SUBDIVISION AS RECORDED IN CABINET K, SLIDES 297-299 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID LOT 1 AS CONVEYED TO ELSA JOANNE LUTZ MOORE BY AFFIDAVIT OF HEIRSHIP RECORDED IN DOCUMENT NUMBER 2024065575 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2605, PAGE 550 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.111 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod found on the southeast line of a called 15.436 acre tract of land as conveyed to 3F Fortune Investments LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2021097292 of the Official Public Records of Williamson County, Texas, at the northeast corner of the above described Lot 1 and at the northwest corner of Lot 3 of said HIGHMEADOW ESTATES PHASE ONE, as conveyed to 121 Creekview Circle, LLC by Special Warranty Deed recorded in Document Number 2023086942 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract;

THENCE, with the east line of said Lot 1 and the west line of said Lot 3, S 06°18'54" W a distance of 188.54 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,189,362.48, E: 3,090,284.83) set for the southeast corner of the herein described tract, 256.39 feet left of FM 2243 baseline station 193+49.29, from which a 1/2-inch iron rod found on the west line of said Lot 3, at the southeast corner of said Lot 1 and at the northeast corner of Lot 2 of said HIGHMEADOW ESTATES PHASE ONE, as conveyed to Elsa Joanne Lutz Moore by said Affidavit of Heirship recorded in Document Number 2024065575 of the Official Public Records of Williamson County, Texas, and by said Special Warranty Deed with Vendor's Lien recorded in Volume 2605, Page 550 of the Official Public Records of Williamson County, Texas, bears S 06°18'54" W a distance of 140.52 feet;

THENCE, departing the west line of said Lot 3, over and across said Lot 1, N 86°55'12" W a distance of 84.94 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 271.62 feet left of FM 2243 baseline station 192+68.64;

THENCE, continuing over and across said Lot 1, S 88°15'32" W a distance of 84.80 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 280.69 feet left of FM 2243 baseline station 191+87.40;

THENCE, continuing over and across said Lot 1, S 83°14'19" W a distance of 286.80 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set at the beginning of a non-tangent curve to the right, 293.30 feet left of FM 2243 baseline station 189+11.70;

THENCE, continuing over and across said Lot 1, along said curve to the right, an arc distance of 51.81 feet, having a radius of 1,011.00 feet, a central angle of 02°56'11" and a chord which bears N 68°49'36" W a distance of 51.81 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set on the north line of said Lot 1 and the south line of a called 4.007 acre tract of land as conveyed to Sairam Ventures LLC by General Warranty Deed with Vendor’s Lien recorded in Document Number 2019092211 of the Official Public Records of Williamson County, Texas, for the most westerly corner of the herein described tract, 320.52 feet left of FM 2243 baseline station 188+69.40, from which a 1/2-inch iron rod found on the east right-of-way line of Ronald W Reagan Boulevard (width varies) as dedicated by Document Numbers 2003082332, 2003062377 and 2019092213, all of the Official Public Records of Williamson County, Texas, at the northwest corner of said described Lot 1, and at the southwest corner of said Sairam Ventures Tract, bears S 69°07'40" W a distance of 275.65 feet;

THENCE, with the north line of said Lot 1 and the south line of said Sairam Ventures Tract, N 69°07'40" E a distance of 407.56 feet to a 1-inch iron pipe found at the southeast corner of said Sairam Ventures Tract and at the southwest corner of said 3F Fortune Investments LLC Tract, for an angle point;

THENCE, with the north line of said Lot 1 and the south line of said 3F Fortune Investments LLC Tract, N 68°49'20" E a distance of 152.94 feet to the **POINT OF BEGINNING** and containing 1.111 acres (48,381 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

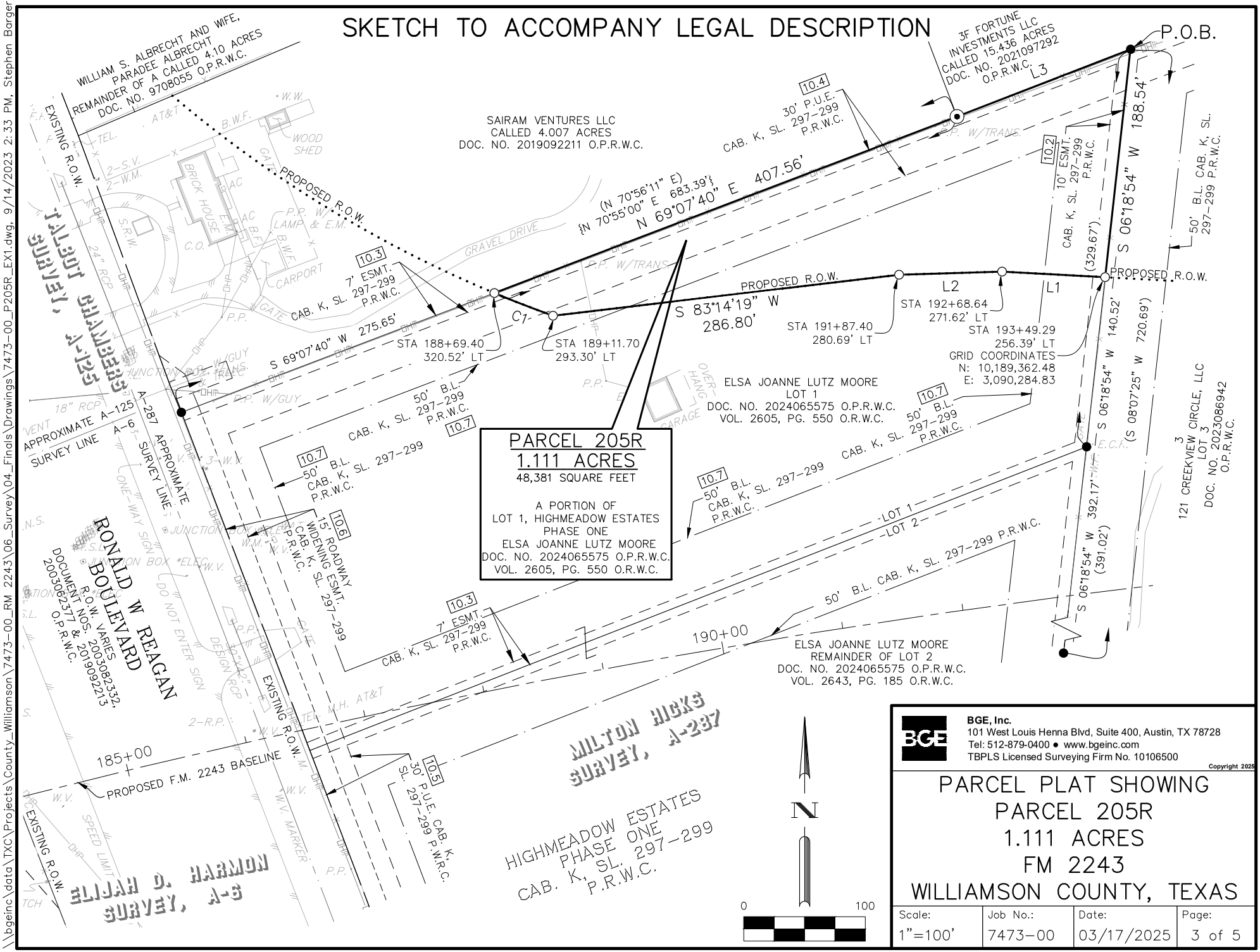
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on March 4, 2025 and are true and correct to the best of my knowledge. A sketch accompanies this description.

PRELIMINARY
This document shall not be recorded for any purpose.

Jonathan O. Nobles RPLS Number 5777 Date

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106500

Client: Williamson County
Date: March 17, 2025
Project Number: 7473-00



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101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
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TBPLS Licensed Surveying Firm No. 10106500

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PARCEL PLAT SHOWING
PARCEL 205R
1.111 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

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LEGEND

B.F.	BOARD FENCE
B.L.	BUILDING LINE
B.W.F.	BARBED WIRE FENCE
CAB.	CABINET
C.O.	CLEAN OUT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.C.R.	ELECTRIC CONDUIT RISER
ELEC.	ELECTRIC
E.M.	ELECTRIC METER
ESMT.	EASEMENT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
H.W.F.	HOG WIRE FENCE
M.H.	MANHOLE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.U.E.	PUBLIC UTILITY EASEMENT
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
SL.	SLIDE
S.N.S.	STREET NAME SIGN
S.R.W.	STONE RETAINING WALL
S.S.	STOP SIGN
S.V.	SPRINKLER VALVE
TEL.	TELEPHONE
TRANS.	TRANSFORMER
VOL.	VOLUME
W.B.O.V.	WATER BLOW-OFF VALVE
W.F.	WATER FAUCET
W.M.	WATER METER
W.V.	WATER VALVE
W.W.	WATER WELL
( )	RECORD INFO FOR CAB. K, SL. 297-299 P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2021097292 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2019092211 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
▲	FOUND MAG NAIL
⦿	FOUND 1" IRON PIPE
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
—X—	WIRE FENCE
—○—	METAL FENCE
—OHT—	OVERHEAD TELEPHONE
—OHP—	OVERHEAD POWER
—//—	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 86°55'12" W	84.94'
L2	S 88°15'32" W	84.80'
L3	N 68°49'20" E	152.94'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
[L3]	[N 69°05'36" E]	[152.76']
	(N 70°56'11" E)	

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	51.81'	1,011.00'	2°56'11"	N 68°49'36" W	51.81'

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106500

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PARCEL PLAT SHOWING
PARCEL 205R
1.111 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

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1"=100'	7473-00	03/17/2025	4 of 5

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GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-166312, DATED EFFECTIVE APRIL 13, 2023 AND ISSUED ON APRIL 20, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN CABINET K, SL. 297-299, PLAT RECORDS, VOLUME 2378, PAGE 823, OFFICIAL RECORDS AND DOCUMENT NO(S) 2015081209 AND 2016021909, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT; VOLUME 703, PAGE 200, VOLUME 709, PAGE 702, VOLUME 714, PATE 690, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

10.2 A 10 FOOT WIDE EASEMENT OF UNDETERMINED USE RESERVED ALONG EACH SIDE OF ALL REAR LOT LINES, AS STATED ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 A 7 FOOT WIDE EASEMENT OF UNDETERMINED USE RESERVED ALONG EACH SIDE OF ALL SIDE LOT LINES, AS STATED ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.4 A 30 FOOT PUBLIC UTILITY EASEMENT RESERVED ALONG THE NORTHERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.5 A 30 FOOT PUBLIC UTILITY EASEMENT RESERVED ALONG THE WESTERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.6 A 15 FOOT ROAD WIDENING EASEMENT RESERVED ALONG THE WESTERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.7 BUILDING SETBACK LINE(S) AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.8 A PRIVATE ROADWAY EASEMENT GRANTED TO OWNER OF SUBJECT PROPERTY AS DESCRIBED IN VOLUME 703, PAGE 206, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.9 AN UNDERGROUND TELECOMMUNICATIONS EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 570, PAGE 702, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.10 A PUBLIC UTILITY EASEMENT GRANTED TO WILLIAMSON COUNTY, TEXAS, AS DESCRIBED IN DOCUMENT NO. 2003114402, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.13 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-042-00 OF RECORD IN DOCUMENT NO. 2017011287, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on March 4, 2025 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

PRELIMINARY
This document shall not be recorded for any purpose.

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106500
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PARCEL PLAT SHOWING
PARCEL 205R
1.111 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	03/17/2025	5 of 5

EXHIBIT "B"

Hero Way/Moore (205)

CAUSE NO. 24-1518-CC4

WILLIAMSON COUNTY, TEXAS **Condemnor**	§ §	IN THE COUNTY COURT
V.	§	AT LAW NO. FOUR
ELSA MOORE A/K/A ELSA JOANNE LUTZ MOORE **Condemnee**	§ §	WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGMENT

As the use of the property sought has been completed, the parties to this lawsuit have agreed to compromise and settle the issues in this lawsuit and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee simple title interest in and across to approximately 4.035 acre (Parcel 205) of land in Williamson County, Texas, said property being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes, and additional rights or encumbrances as further described in Plaintiff's Original Petition, filed among the papers of this cause on or about October 9, 2024; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns for completion of the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the Hero Way roadway improvement project, and to perform associated public use and purposes.

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the property to be acquired and damages (if any) to any remaining property of **ELSA MOORE aka ELSA**

JOANNE LUTZ MOORE("CONDEMNEE"), that Condemnee shall recover from Condemnor the total sum of **THREE MILLION FIVE HUNDRED TWENTY-SIX THOUSAND ONE HUNDRED SIXTY-ONE AND 00/100 DOLLARS ($3,526,161.00)**. Pursuant to the provisions of a Possession and Use Agreement, which was recorded in the Official Records of Williamson County as Document No. 2024048836 Condemnor has previously paid to Condemnee the sum of TWO MILLION NINE HUNDRED NINETY-FOUR THOUSAND FOUR HUNDRED EIGHTEEN and 0/100 DOLLARS ($2,994,418.00). On December 18, 2024 an Award of Special Commissioners was filed with the court in the amount of THREE MILLION THREE HUNDRED ONE THOUSAND THIRTY-EIGHT and the parties agree that the additional sum of THREE HUNDRED THOUSAND SIX HUNDRED TWENTY and 0/100 Dollars ($306,620.00) has **NOT** been deposited with the court pursuant to the written Award of Special Commissioners, thus leaving a total balance due of **FIVE HUNDRED THIRTY-ONE THOUSAND SEVEN HUNDRED FORTY-THREE AND 00/100 DOLLARS ($531,743.00)**, and the remaining balance to be paid by check or warrant to: MARRS ELLIS & HODGE LLP. as Trustee for Elsa Moore, 9811 Katy Freeway, Suite 900, Houston, Texas 77024 within (45) days of court approval to avoid paying interest. If the remaining balance is not paid within (45) days of court approval of this Agreed Final Judgment, then the statutory interest will accrue on the unpaid balance until paid.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED this _____ day of _____ 2025.

_____
Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ Erik Cardinell
Erik Cardinell
State Bar No. 00796304
erik@scrrlaw.com
(512) 255-8877
Sheets & Crossfield, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
Attorneys for Condemnor

AGREED AS TO SUBSTANCE AND FORM:

Justin Hodge
State Bar No. 24036791
jhodge@mehlaw.com
Kyle Baum
State Bar No. 24082664
kbaum@mehlaw.com
Graham Taylor
State Bar No. 24110433
gtaylor@mehlaw.com
Marrs Ellis & Hodge LLP
9811 Katy Freeway, Suite 900
Houston, Texas 77024
713.609.9503
Attorneys for Condemnee

WILLIAMSON COUNTY

By:_____

Name:_____
County Judge/Presiding Officer

EXHIBIT "A"

County: Williamson
Parcel: 205 Part 1
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 205 PART 1

METES & BOUNDS DESCRIPTION FOR A 4.035 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF LOT 1 OF HIGHMEADOW ESTATES PHASE ONE, A SUBDIVISION AS RECORDED IN CABINET K, SLIDES 297-299 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID LOT 1 AS CONVEYED TO ELSA MOORE BY AFFIDAVIT OF HEIRSHIP RECORDED IN DOCUMENT NUMBER 2019121574 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2605, PAGE 550 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 4.035 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod found on the east right-of-way line of Ronald W Reagan Boulevard (width varies) as dedicated by Document Numbers 2003082332, 2003062377 and 2019092213, all of the Official Public Records of Williamson County, Texas, at the northwest corner of the above described Lot 1, and at the southwest corner of a called 4.007 acre tract of land as conveyed to Sairam Ventures LLC by General Warranty Deed with Vendor's Lien recorded in Document Number 2019092211 of the Official Public Records of Williamson County, Texas, for the northwest corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "DIAMOND SURVEYING" found at the most southerly corner of a called 0.105 acre tract of land described as Parcel 27 as dedicated for right-of-way purposes in said Document Number 2019092213 of the Official Public Records of Williamson County, Texas, bears N 22°54'43" W a distance of 23.51 feet;

THENCE, with the north line of said Lot 1 and the south line of said Sairam Ventures Tract, N 69°07'40" E a distance of 275.65 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,189,349.42, E: 3,089,782.20) set at the beginning of a non-tangent curve to the left, for a northerly corner of the herein described tract, 320.52 feet left of FM 2243 baseline station 188+69.40, from which a 1-inch iron pipe found at the southeast corner of said Sairam Ventures Tract, bears N 69°07'40" E a distance of 407.56 feet;

THENCE, departing the south line of said Sairam Ventures Tract, over and across said Lot 1, along said curve to the left, an arc distance of 51.81 feet, having a radius of 1,011.00 feet, a central angle of 02°56'11" and a chord which bears S 68°49'36" E a distance of 51.81 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 293.30 feet left of FM 2243 baseline station 189+11.70;

THENCE, continuing over and across said Lot 1, N 83°14'19" E a distance of 286.80 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 280.69 feet left of FM 2243 baseline station 191+87.40;

THENCE, continuing over and across said Lot 1, N 88°15'32" E a distance of 84.80 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 271.62 feet left of FM 2243 baseline station 192+68.64;

THENCE, continuing over and across said Lot 1, S 86°55'12" E a distance of 84.94 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the east line of said Lot 1 and the west line of Lot 3 of said HIGHMEADOW ESTATES PHASE ONE, for the northeast corner of the herein described tract, 256.39 feet left of FM 2243 baseline station 193+49.29, from which a 1/2-inch iron rod found at the northeast corner of said Lot 1, and at the northwest corner of said Lot 3, bears N 06°18'54" E a distance of 188.54 feet;

THENCE, with the east line of said Lot 1 and the west line of said Lot 3, S 06°18'54" W a distance of 140.52 to a 1/2-inch iron rod found at the southeast corner of said Lot 1, and at the northeast corner of Lot 2 of said HIGHMEADOW ESTATES PHASE ONE, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod found on the north right-of-way line of Creekview Circle (60 feet wide) as dedicated by said plat of HIGMEADOW ESTATES PHASE ONE, at the southeast corner of said Lot 2, and at the southwest corner of said Lot 3, bears S 06°18'54" W a distance of 392.17 feet;

THENCE, departing the west line of said Lot 3, with the south line of said Lot 1 and the north line of said Lot 2, S 68°38'57" W a distance of 686.11 feet to a 1/2-inch iron rod found on the east right-of-way line of said Ronald W Reagan Boulevard, at the southwest corner of said Lot 1, and at the northwest corner of said Lot 2, for the southwest corner of the herein described tract, from which a MAG nail found on the east right-of-way line of said Ronald W Reagan Boulevard, at the northwest corner of a called 0.016 acre tract of land described as Parcel 25A as dedicated for right-of-way purposes and recorded in Document Number 2003062377 of the Official Public Records of Williamson County, Texas, bears S 20°46'42" E a distance of 312.14 feet;

THENCE, with the east right-of-way line of said Ronald W Reagan Boulevard and the west line of said Lot 1, N 20°49'05" W a distance of 297.62 feet to the **POINT OF BEGINNING** and containing 4.035 acres (175,750 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

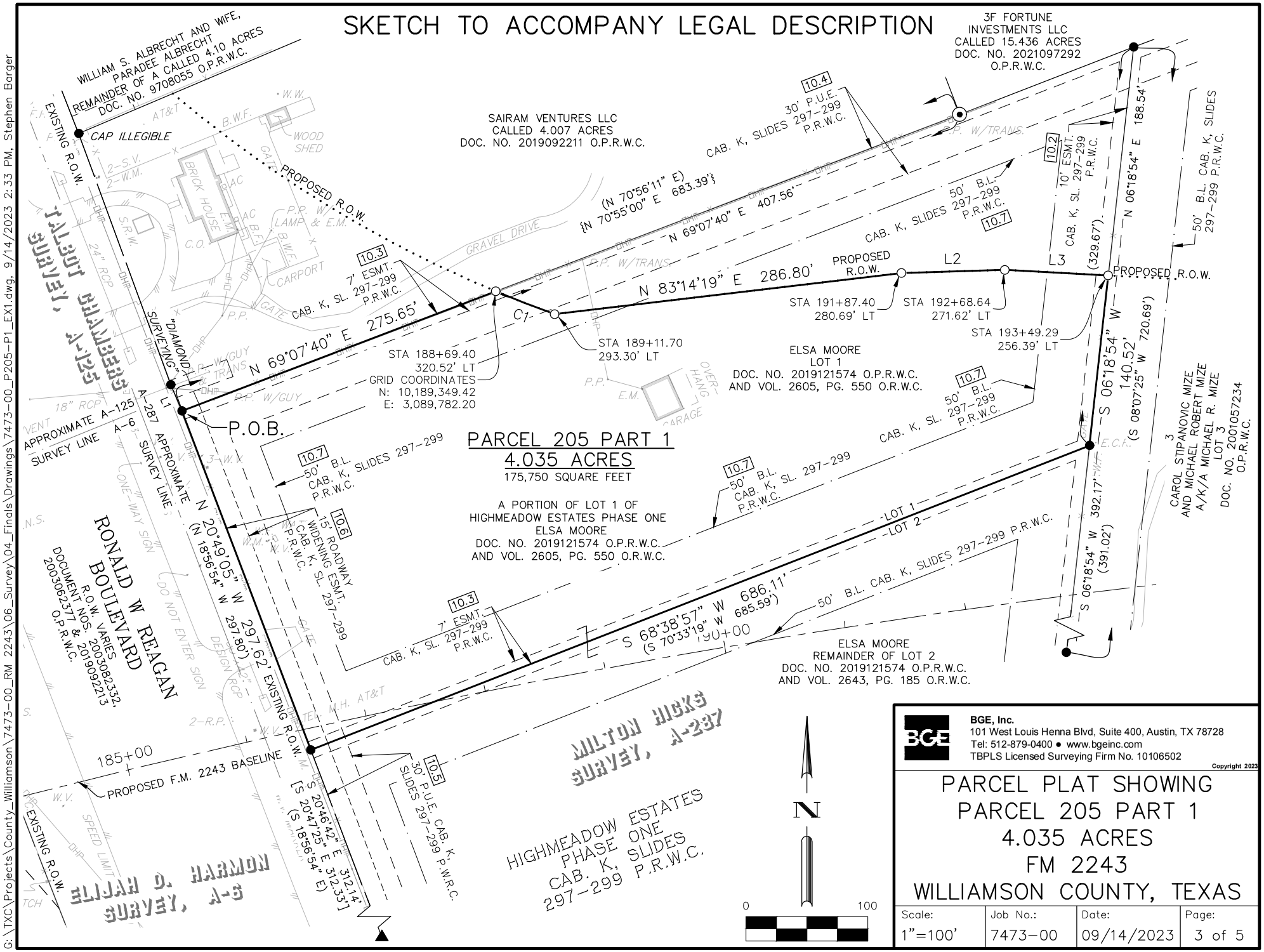
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

09/14/2023
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	September 14, 2023
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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PARCEL PLAT SHOWING
PARCEL 205 PART 1
4.035 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

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LEGEND

B.F.	BOARD FENCE
B.L.	BUILDING LINE
B.W.F.	BARBED WIRE FENCE
C.O.	CLEAN OUT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.C.R.	ELECTRIC CONDUIT RISER
ELEC.	ELECTRIC
E.M.	ELECTRIC METER
ESMT.	EASEMENT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
H.W.F.	HOG WIRE FENCE
M.H.	MANHOLE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.U.E.	PUBLIC UTILITY EASEMENT
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
S.N.S.	STREET NAME SIGN
S.R.W.	STONE RETAINING WALL
S.S.	STOP SIGN
S.V.	SPRINKLER VALVE
TEL.	TELEPHONE
TRANS.	TRANSFORMER
VOL.	VOLUME
W.B.O.V.	WATER BLOW-OFF VALVE
W.F.	WATER FAUCET
W.M.	WATER METER
W.V.	WATER VALVE
W.W.	WATER WELL
( )	RECORD INFO FOR CAB. K, SLIDES 297-299 P.R.W.C.
[ ]	RECORD INFO FOR DOC. NOS. 2003082332, 2003062377 & 2019092213 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2019092211 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
▲	FOUND MAG NAIL
⦿	FOUND 1" IRON PIPE
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——X——	WIRE FENCE
——○——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//——	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 22°54'43" W	23.51'
L2	N 88°15'32" E	84.80'
L3	S 86°55'12" E	84.94'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	51.81'	1,011.00'	2°56'11"	S 68°49'36" E	51.81'

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GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-166312, DATED EFFECTIVE APRIL 13, 2023 AND ISSUED ON APRIL 20, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

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10.13 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-042-00 OF RECORD IN DOCUMENT NO. 2017011287, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

09/14/2023

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
PARCEL 205 PART 1
4.035 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/14/2023	5 of 5

EXHIBIT "C"

Parcel 205P1R

DEED

Hero Way Right of Way (Remainder)

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **ELSA MOORE a/k/a ELSA JOANNE LUTZ MOORE**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 1.111 acre (48,381 square foot) tract of land out of the Milton Hicks Survey, Abstract No. 287, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 205 Part 1R**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by and through Grantor but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2025.

[signature pages follow]

GRANTOR:

_____
Elsa Moore a/k/a
Elsa Joanne Lutz Moore

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by Elsa Moore a/k/a Elsa Joanne Lutz Moore, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **53.**

Meeting Date: 04/08/2025

TXDOT Resolution and AFA for Liberty Hill Bypass Segment 1

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Resolution and Advance Funding Agreement with TXDOT for a locally funded roadway improvement project on-system required for the Liberty Hill Bypass West at SH 29 and RM 1869. Funding Source: Road Bond (P662)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/03/2025 11:31 AM
Form Started By: Charlie Crossfield		Started On: 04/02/2025 12:43 PM
Final Approval Date: 04/03/2025		

CCSJ #	**0914-05-247**		
AFA CSJs	**0914-05-247**		
District #	**14**	**AFA ID**	**Z00011185**
Code Chart 64 #	**50246**		
Project Name	**Liberty Hill Bypass(W) At SH29 & RM 1869**		

ATTACHMENT C
RESOLUTION

STATE OF TEXAS * ***THE COMMISSIONERS COURT OF***
COUNTY OF WILLIAMSON * ***WILLIAMSON COUNTY, TEXAS***

KNOW ALL MEN BY THESE PRESENT that on this, the 8th day of April 2025, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, Williamson County, Texas (the "County") proposes to enter into an Advance Funding Agreement with the Texas Department of Transportation for the Project, generally described as preliminary engineering, plans, and specifications & estimates, and construction **of intersection and operational improvement on Liberty Hill Bypass West at SH 29 & at RM 1869 in Williamson County, Texas**; and,

WHEREAS, the County through the Williamson County Commissioners Court desires to affirm its support of the Project, which is part of and has been funded through the Williamson County 2023 Road Bond Program.

Now therefore, the Williamson County Commissioners Court does hereby approve the agreement and enters into the agreement with the Texas Department of Transportation for the Project referenced above. The County Judge or Presiding Officer is authorized to execute all documents necessary to complete this transaction.

RESOLVED this ___ day of _____, 2025.

_____
Presiding Officer of the
Williamson County Commissioners Court

Attest:

_____
Nancy E. Rister, County Clerk

CCSJ #		**0914-05-247**	
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Code Chart 64 #		**50246**	
Project Name		**Liberty Hill Bypass(W) At SH29 & RM 1869**	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Locally Funded Roadway Improvement Project
On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **County of Williamson**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **intersection and operational improvement on Liberty Hill Bypass West at SH 29 and at RM 1869 in Williamson County, Texas**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order. A map showing the Project location appears in Attachment A, Location Map Showing Project, (Attachment A) which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

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Project Name	**Liberty Hill Bypass(W) At SH29 & RM 1869**		

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	**Local Government**	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 12
4.	**Local Government**	Construction Responsibilities	Article 13
5.	**Local Government***	Right of Way and Real Property	Article 15

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for this Project consists of preliminary engineering (preliminary design, environmental, utilities, right of way), plans, specifications, and estimates (PS&E) for **i**nstallation of new signalized intersections and turn lanes on Liberty Hill Bypass West at SH 29 and at RM 1869, in Williamson County, Texas as shown on Attachment A**.**

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget, (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding or the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government or the State for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of*

Highways, Streets and Bridges and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

13. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. Upon completion of the Project, the party constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion.

14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

15. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to

assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
County of Williamson ATTN: County Judge 710 S. Main Street, Ste. 101 Georgetown, TX 78626	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

18. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

19. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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20. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, of photocopy reproduction on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

21. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

22. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in the Texas Uniform Grant Management Standards.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

26. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of

HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

27. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

28. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

29. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	**THE LOCAL GOVERNMENT**
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

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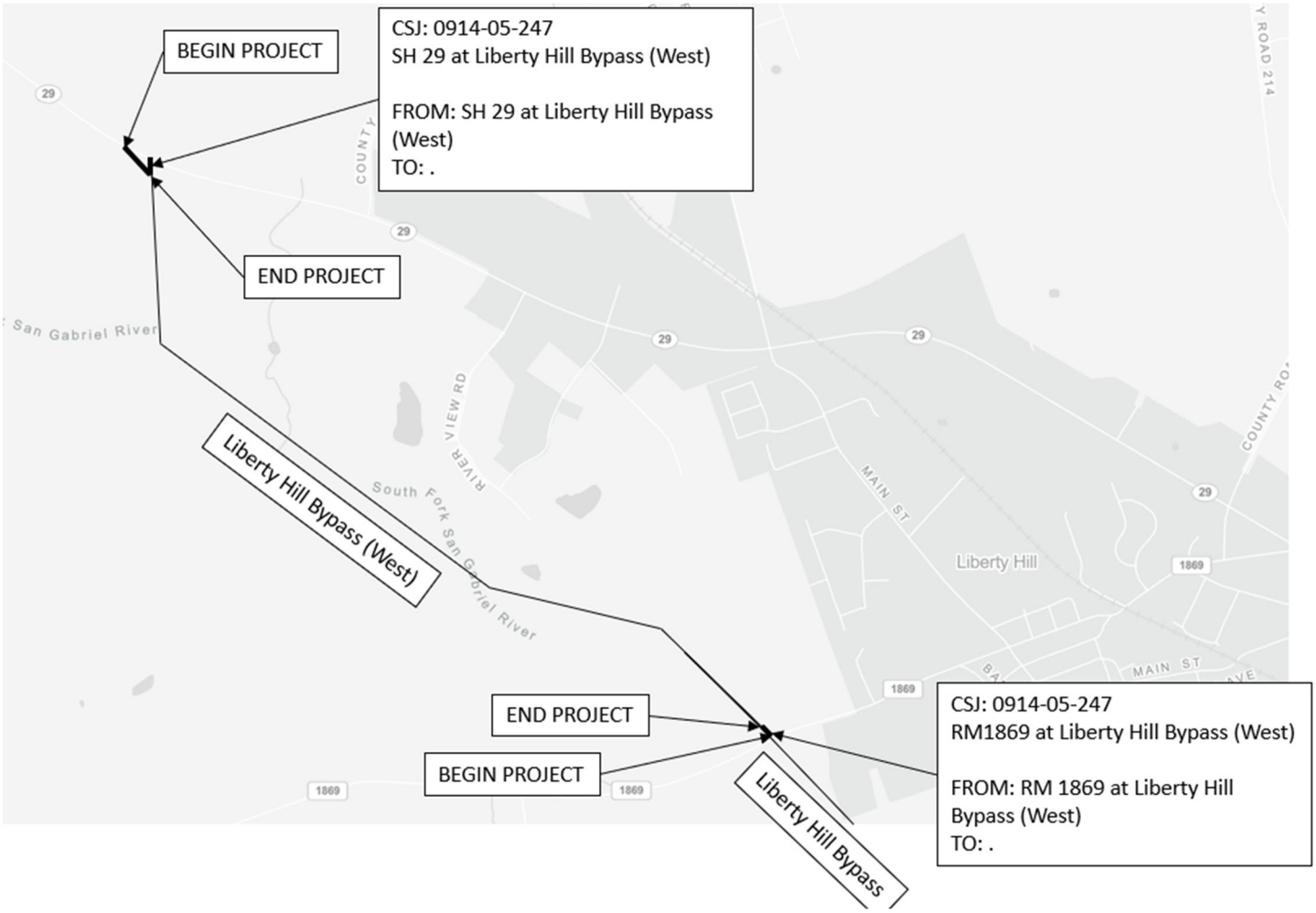
ATTACHMENT A
LOCATION MAP SHOWING PROJECT



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District #	**14**	**AFA ID**	**Z00011185**
Code Chart 64 #	**50246**		
Project Name	**Liberty Hill Bypass(W) At SH29 & RM 1869**		

ATTACHMENT B
PROJECT BUDGET

Costs will be allocated based on 100% Local Government funding. The Local Government is responsible for 100% of the costs.

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Engineering (by Local Government)	$450,000	0%	$0	100%	$450,000
Utility Coordination (by Local Government)	$10,000	0%	$0	100%	$10,000
Environmental (by Local Government)	$101,018	0%	$0	100%	$101,018
Construction (by Local Government)	$850,000	0%	$0	100%	$850,000
Subtotal	$1,411,018		$0		$1,411,018
Environmental Direct State Costs	$7,055	100%	$7,055	0%	$0
Right of Way Direct State Costs	$1,764	100%	$1,764	0%	$0
Engineering Direct State Costs	$10,582	100%	$10,582	0%	$0
Utility Direct State Costs	$1,764	100%	$1,764	0%	$0
Construction Direct State Costs	$49,386	100%	$49,386	0%	$0
Indirect State Costs 5.29%.	$74,643	100%	$74,643	0%	$0
TOTAL	$1,556,212		$145,194		$1,411,018

Initial payment by the Local Government to the State: $0
Payment by the Local Government to the State before construction: $0
Estimated total payment by the Local Government to the State $0. This is an estimate.
The final amount of Local Government participation will be based on actual costs

CCSJ #	**0914-05-247**		
AFA CSJs	**0914-05-247**		
District #	**14**	**AFA ID**	**Z00011185**
Code Chart 64 #	**50246**		
Project Name	**Liberty Hill Bypass(W) At SH29 & RM 1869**		

ATTACHMENT C
RESOLUTION

STATE OF TEXAS * ***THE COMMISSIONERS COURT OF***
COUNTY OF WILLIAMSON * ***WILLIAMSON COUNTY, TEXAS***

KNOW ALL MEN BY THESE PRESENT that on this, the 8th day of April 2025, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, Williamson County, Texas (the "County") proposes to enter into an Advance Funding Agreement with the Texas Department of Transportation for the Project, generally described as preliminary engineering, plans, and specifications & estimates, and construction **of intersection and operational improvement on Liberty Hill Bypass West at SH 29 & at RM 1869 in Williamson County, Texas**; and,

WHEREAS, the County through the Williamson County Commissioners Court desires to affirm its support of the Project, which is part of and has been funded through the Williamson County 2023 Road Bond Program.

Now therefore, the Williamson County Commissioners Court does hereby approve the agreement and enters into the agreement with the Texas Department of Transportation for the Project referenced above. The County Judge or Presiding Officer is authorized to execute all documents necessary to complete this transaction.

RESOLVED this ___ day of _____, 2025.

_____
Presiding Officer of the
Williamson County Commissioners Court

Attest:

_____
Nancy E. Rister, County Clerk

Commissioners Court - Regular Session **54.**

Meeting Date: 04/08/2025

Ronald Reagan Seg A Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Realeander LLC to acquire 0.956 AC needed as right of way and 0.842 AC needed as an electric easement on the Ronald Reagan project. Funding Source: LTP P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/03/2025 01:43 PM
Form Started By: Charlie Crossfield		Started On: 04/03/2025 10:03 AM
Final Approval Date: 04/03/2025		

REAL ESTATE CONTRACT
Ronald Reagan Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **REALEANDER LLC** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

Tract One:
Fee simple title in and to a 0.956-acre (41,651 square feet) tract of land, more or less, out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein; and

Tract Two:
Electric Line Easement only in and across a 0.842-acre (36,684 square feet) tract of land, more or less, out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "B" attached hereto and incorporated herein;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described as Tract One not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the fee simple portion of the Property is described as Tract One , any improvements on that portion of the Property, and any damage to or cost of cure for the remaining property of Seller as a result of this purchase, shall be the sum of SEVEN HUNDRED FORTY-NINE THOUSAND SEVEN HUNDRED EIGHTEEN and 00/100 Dollars ($749,718.00).

2.02. The Purchase Price for the electric line easement portion of the Property is described as Tract Two, any improvements on that portion of the Property, and any damage to or cost of cure for the remaining property of Seller as a result of this purchase, shall be the sum of FIVE HUNDRED NINETY-FOUR THOUSAND TWO HUNDRED EIGHTY-ONE and 00/100 Dollars ($594,281.00).

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash or other good funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

3.02. **PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT OR INSTRUMENT DELIVERED AT OR IN CONNECTION WITH THE CLOSING, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTY OR ITS CONDITION. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT OR INSTRUMENT DELIVERED AT OR IN CONNECTION WITH THE CLOSING, PURCHASER AGREES THAT THE PROPERTY WILL BE SOLD AND CONVEYED TO PURCHASER AT THE CLOSING IN ITS THEN EXISTING CONDITION, AS-IS, WHERE-IS, WITH ALL FAULTS, AND WITHOUT ANY WRITTEN OR VERBAL REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT OR INSTRUMENT DELIVERED AT OR IN CONNECTION WITH THE CLOSING. PURCHASER REPRESENTS TO SELLER THAT IT IS AN EXPERIENCED AND KNOWLEDGEABLE REAL ESTATE INVESTOR AND IS RELYING ON ITS OWN ANALYSIS AND INVESTIGATION OF THE**

PROPERTY. THE AS-IS NATURE OF THIS TRANSACTION IS A SIGNIFICANT FACTOR IN THE PARTIES AGREEING TO THE INSPECTION PERIOD AND STATED PURCHASE PRICE. This provision shall survive termination of the Agreement as well as Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge, with no duty to investigate or inspect:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before May 1, 2025, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit A and a duly executed and acknowledged Electric Easement conveying such interest to LCRA Transmission Services Corporation to all of the Property described in Exhibit B, all free and clear of any and all monetary liens, restrictions and leases, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The Electric Line Easement shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in the Property Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the fee simple portion of the Property shall be prorated as of the Closing Date and shall be adjusted in cash and collected at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested,

addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Access for Due Diligence Purposes

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after February 21, 2024 to enter the Property prior to Closing for the purpose of completing any and all necessary testing or preliminary investigation activities associated with the proposed Hero Way improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction. To the extent allowed by law, Purchaser agrees to indemnify and hold Seller harmless from any and all claims that may arise or be asserted against Seller as a result of Purchaser's or Purchaser's contractors' or utility facility owners' presence upon the Property prior to Closing.

[signature pages follow]

SELLER:

REALEANDER LLC

By: prasad kolishetti (Apr 3, 2025 09:50 CDT)

Name: prasad kolishetti

Its': Manager

Date: Apr 3, 2025

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Williamson County

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

Exhibit "A"

County: Williamson
Project: Ronald W. Reagan Segment/Corridor A
Tax ID: R031278
Parcel: Realeander LLC 0.956 Acre R.O.W. Parcel

METES AND BOUNDS DESCRIPTION

FOR A 0.956 ACRE (41,651 SQ. FT.) TRACT OF LAND SITUATED IN THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 6.314 ACRE TRACT OF LAND CONVEYED TO REALEANDER LLC, RECORDED IN DOCUMENT NO. 2020167271 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.956 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF MARCH 2025 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with cap stamped "DIAMOND SURVEYING" (Grid Coordinates: N=10186590.66, E=3090312.17) monumenting the southeast corner of said 6.314 acre Realeander LLC tract, the northeast corner of Lot 1, Block A, Valps Subdivision, recorded in Document No. 2022109540 of the Official Public Records of Williamson County, Texas, the southwest corner of the called 1.705 acre tract of land conveyed to Williamson County, Texas, recoded in Document No. 2002086217 of the Official Public Records of Williamson County, Texas and the northwest corner of the called 1.302 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2002081551 of the Official Public Records of Williamson County, Texas, same being on the existing west right-of-way line of Ronald W. Reagan Boulevard (right-of-way width varies), for the southeast corner and **POINT OF BEGINNING** hereof and being 100.05 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 318+91.31;

THENCE, **S 69°13'20" W** with the south boundary line of said 6.314 acre Realeander LLC tract and the north boundary line of said Lot 1, Block A, Valps Subdivision for a distance of **74.92 feet** to a 5/8" iron rod set with aluminum cap stamped "WILLIAMSON COUNTY" on a point in the proposed west right-of-way line of Ronald W. Reagan Boulevard, for the southwest corner hereof and being 174.71 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 318+97.57, from which a 1/2" iron rod found monumenting the southwest corner of said 6.314 acre Realeander LLC tract, same being on the east boundary line of the called 36.054 acre tract of land (Tract 1) conveyed to Devidass Mahendru and wife, Swaran Mahendru, recorded in Document No. 2003078726 of the Official Public Records of Williamson County, Texas, bears S 69°13'20" W for a distance of 530.13 feet;

THENCE, through the interior of said 6.314 acre Realeander LLC tract, with said proposed west right-of-way line of Ronald W. Reagan Boulevard, the following four (4) courses and distances:

County: Williamson
Project: Ronald W. Reagan Segment/Corridor A
Tax ID: R031278
Parcel: Realeander LLC 0.956 Acre R.O.W. Parcel

1. **N 27°18'41" W** for a distance of **67.80 feet** to a 5/8" iron rod set with aluminum cap stamped "WILLIAMSON COUNTY" on the beginning of a curve to the right and being 176.84 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 319+64.77;

2. With said curve to the right an arc length of **137.64 feet**, said curve having a radius of **10907.03** feet, a delta angle of **0°43'23"** and a chord which bears **N 26°19'12" W** for a distance of **137.64 feet** to a 5/8" iron rod set with aluminum cap stamped "WILLIAMSON COUNTY" on the end of this curve and being 179.48 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 321+01.20;

3. **N 23°11'42" W** for a distance of **200.16** feet to a 5/8" iron rod set with aluminum cap stamped "WILLIAMSON COUNTY" on the beginning of a curve to the right and being 174.04 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 322+99.57;

4. With said curve to the right an arc length of **52.97 feet**, said curve having a radius of **10899.22 feet**, a delta angle of **0°16'42"** and a chord which bears **N 24°46'05" W** for a distance of **52.97 feet** to a 5/8" iron rod set with aluminum cap stamped "WILLIAMSON COUNTY" on the north boundary line of said 6.314 acre Realeander LLC tract and the south boundary line of the called 10.10 acre tract of land (Exhibit A – Property 10) conveyed to JNK Properties 1, LTD., recorded in Document No. 2021182868 of the Official Public Records of Williamson County, Texas, for the northwest corner hereof and being 174.37 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 323+52.09, from which a 1/2" iron rod found monumenting the northwest corner of said 6.314 acre Realeander LLC tract, same being on said east boundary line of the 36.054 acre Mahendru tract, bears S 69°12'42" W for a distance of 496.99 feet;

THENCE, **N 69°12'42" E** with said north boundary line of the 6.314 acre Realeander LLC tract, in part with the south boundary line of the 10.10 acre JNK Properties 1, LTD. tract and in part with said existing west right-of-way line of Ronald W. Reagan Boulevard, passing at a distance of 92.98 feet an iron rod found with cap stamped "DIAMOND SURVEYING" monumenting the southeast corner of said 10.10 acre JNK Properties 1, LTD. tract and the southwest corner of the called 4.389 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2004058038 of the Official Public Records of Williamson County, Texas, same being on an angle point in said existing west right-of-way line of Ronald W. Reagan Boulevard, in all a total distance of **102.65 feet** to an iron rod found with cap stamped "DIAMOND SURVEYING" monumenting the northeast corner of said 6.314 acre Realeander LLC tract and the northwest corner of said 1.705 acre Williamson County,

County: Williamson
Project: Ronald W. Reagan Segment/Corridor A
Tax ID: R031278
Parcel: Realeander LLC 0.956 Acre R.O.W. Parcel

Texas tract, same being on the south boundary line of said 4.389 acre Williamson County, Texas tract, same being on an angle point in said existing west right-of-way line of Ronald W. Reagan Boulevard, for the northeast corner hereof and being 71.92 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 323+45.77;

THENCE, with the east boundary line of said 6.314 acre Realeander LLC tract, the west boundary line of said 1.705 acre Williamson County, Texas tract and said existing west right-of-way line of Ronald W. Reagan Boulevard, the following two (2) courses and distances:

1. **S 21°15'24" E** for a distance of **359.98 feet** to an iron rod found with cap stamped "DIAMOND SURVEYING" on the beginning of a curve to the left and being 94.47 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 319+87.95;

2. With said curve to the left an arc length of **97.27 feet**, said curve having a radius of **2974.79 feet**, a delta angle of **1°52'24"** and a chord which bears **S 22°11'36" E** for a distance of **97.26 feet** to the **POINT OF BEGINNING** hereof and containing 0.956 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00013. Per email received dated March 3, 2025 from Riley Sladek, P.E. with LJA Engineering.

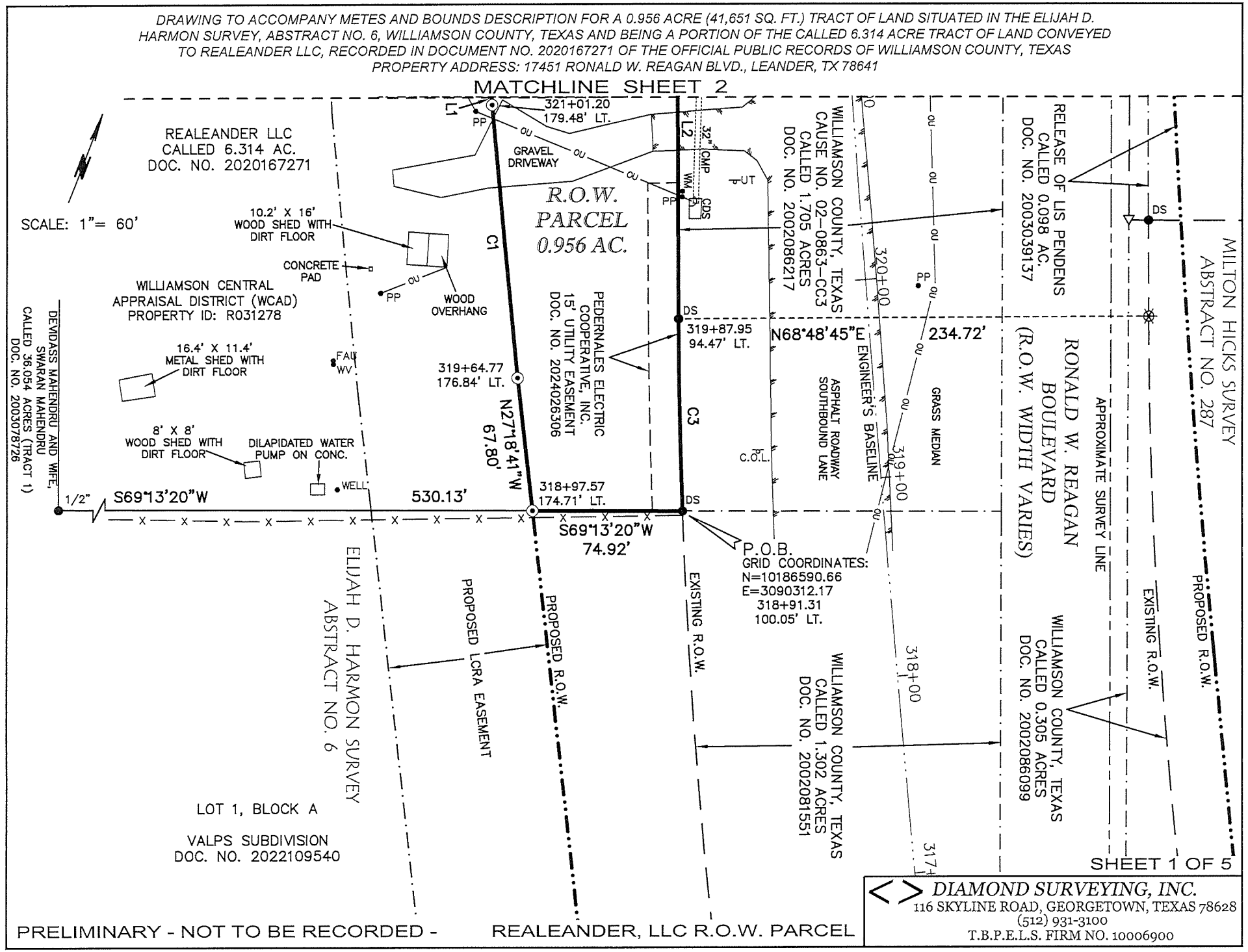
A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

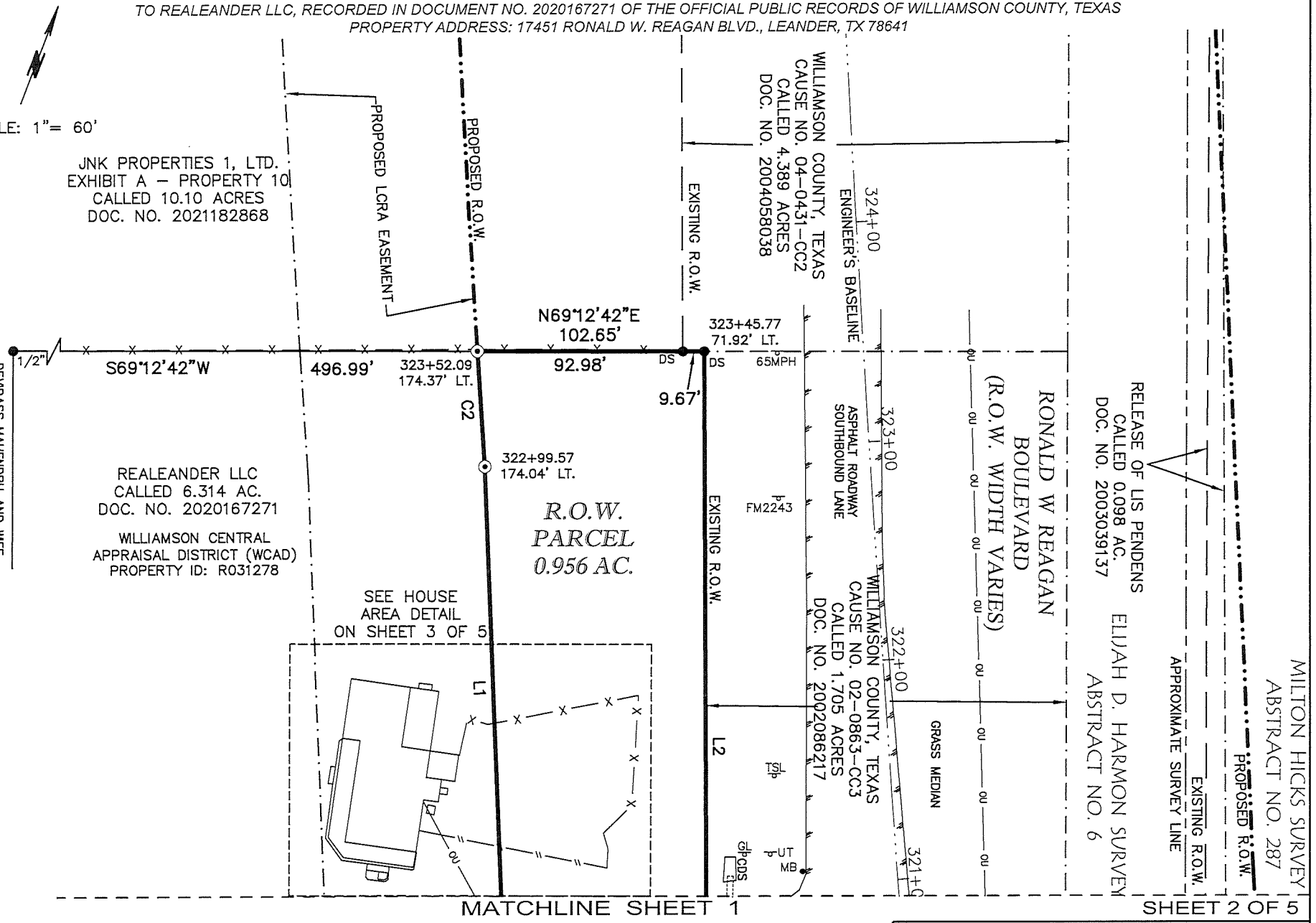
March 13,2025

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

Z:\WCRB__2024 WCRB WA-4 ON-CALL ROW TRACTS HNTB 2024-101\2024-101J - CORRIDOR A -RONALD REAGAN - REALEANDER LLC 2024-101J__PRELIMINARY SURVEYS\RONALD REAGAN BLVD REALEANDER LLC ROW PARCEL M&B 20250313.doc


DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.956 ACRE (41,651 SQ. FT.) TRACT OF LAND SITUATED IN THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 6.314 ACRE TRACT OF LAND CONVEYED TO REALEANDER LLC, RECORDED IN DOCUMENT NO. 2020167271 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 17451 RONALD W. REAGAN BLVD., LEANDER, TX 78641
MATCHLINE SHEET 2
SCALE: 1"= 60'
REALEANDER LLC
CALLED 6.314 AC.
DOC. NO. 2020167271
R.O.W. PARCEL 0.956 AC.
L1
L2
C1
C3
321+01.20
179.48' LT.
GRAVEL DRIVEWAY
32" CMP
10.2' X 16' WOOD SHED WITH DIRT FLOOR
CONCRETE PAD
WOOD OVERHANG
WILLIAMSON CENTRAL APPRAISAL DISTRICT (WCAD) PROPERTY ID: R031278
16.4' X 11.4' METAL SHED WITH DIRT FLOOR
8' X 8' WOOD SHED WITH DIRT FLOOR
DILAPIDATED WATER PUMP ON CONC.
WELL
DEVIDASS MAHENDRU AND WIFE, SWARAN MAHENDRU
CALLED 36.054 ACRES (TRACT 1)
DOC. NO. 2003078726
1/2"
S69°13'20"W
530.13'
319+64.77
176.84' LT.
N27°18'41"W
67.80'
318+97.57
174.71' LT.
S69°13'20"W
74.92'
319+87.95
94.47' LT.
N68°48'45"E
234.72'
P.O.B.
GRID COORDINATES:
N=10186590.66
E=3090312.17
318+91.31
100.05' LT.
320+00
319+00
318+00
317+
PEDERNALES ELECTRIC COOPERATIVE, INC.
15' UTILITY EASEMENT
DOC. NO. 2024026306
WILLIAMSON COUNTY, TEXAS
CAUSE NO. 02-0863-CC3
CALLED 1.705 ACRES
DOC. NO. 2002086217
RELEASE OF LIS PENDENS
CALLED 0.098 AC.
DOC. NO. 2003039137
ASPHALT ROADWAY SOUTHBOUND LANE
GRASS MEDIAN
ENGINEER'S BASELINE
APPROXIMATE SURVEY LINE
RONALD W. REAGAN BOULEVARD
(R.O.W. WIDTH VARIES)
MILTON HICKS SURVEY
ABSTRACT NO. 287
EXISTING R.O.W.
PROPOSED R.O.W.
WILLIAMSON COUNTY, TEXAS
CALLED 0.305 ACRES
DOC. NO. 2002086099
WILLIAMSON COUNTY, TEXAS
CALLED 1.302 ACRES
DOC. NO. 2002081551
PROPOSED LCRA EASEMENT
ELIJAH D. HARMON SURVEY
ABSTRACT NO. 6
LOT 1, BLOCK A
VALPS SUBDIVISION
DOC. NO. 2022109540
SHEET 1 OF 5
PRELIMINARY - NOT TO BE RECORDED -
REALEANDER, LLC R.O.W. PARCEL
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900
Z:\WCRB___2024 WCRB WA-4 ON-CALL ROW TRACTS HNTB 2024-1012\2024-101J - CORRIDOR A -RONALD REAGAN - REALEANDER LLC 2024-101J___PRELIMINARY SURVEYS\RONALD REAGAN BLVD REALEANDER LLC ROW PARCEL 20250313.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.956 ACRE (41,651 SQ. FT.) TRACT OF LAND SITUATED IN THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 6.314 ACRE TRACT OF LAND CONVEYED TO REALEANDER LLC, RECORDED IN DOCUMENT NO. 2020167271 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 17451 RONALD W. REAGAN BLVD., LEANDER, TX 78641



PRELIMINARY - NOT TO BE RECORDED - REALEANDER, LLC R.O.W. PARCEL

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WORD_2024 WORD WA-1 ON-CALL ROW TRACTS HUTB 2024-101\2024-101J - CORRIDOR A -RONALD REAGAN - REALEANDER LLC 2024-101J_PRELIMINARY SURVEYS\RONALD REAGAN BLVD REALEANDER LLC ROW PARCEL 20250313.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.956 ACRE (41,651 SQ. FT.) TRACT OF LAND SITUATED IN THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 6.314 ACRE TRACT OF LAND CONVEYED TO REALEANDER LLC, RECORDED IN DOCUMENT NO. 2020167271 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
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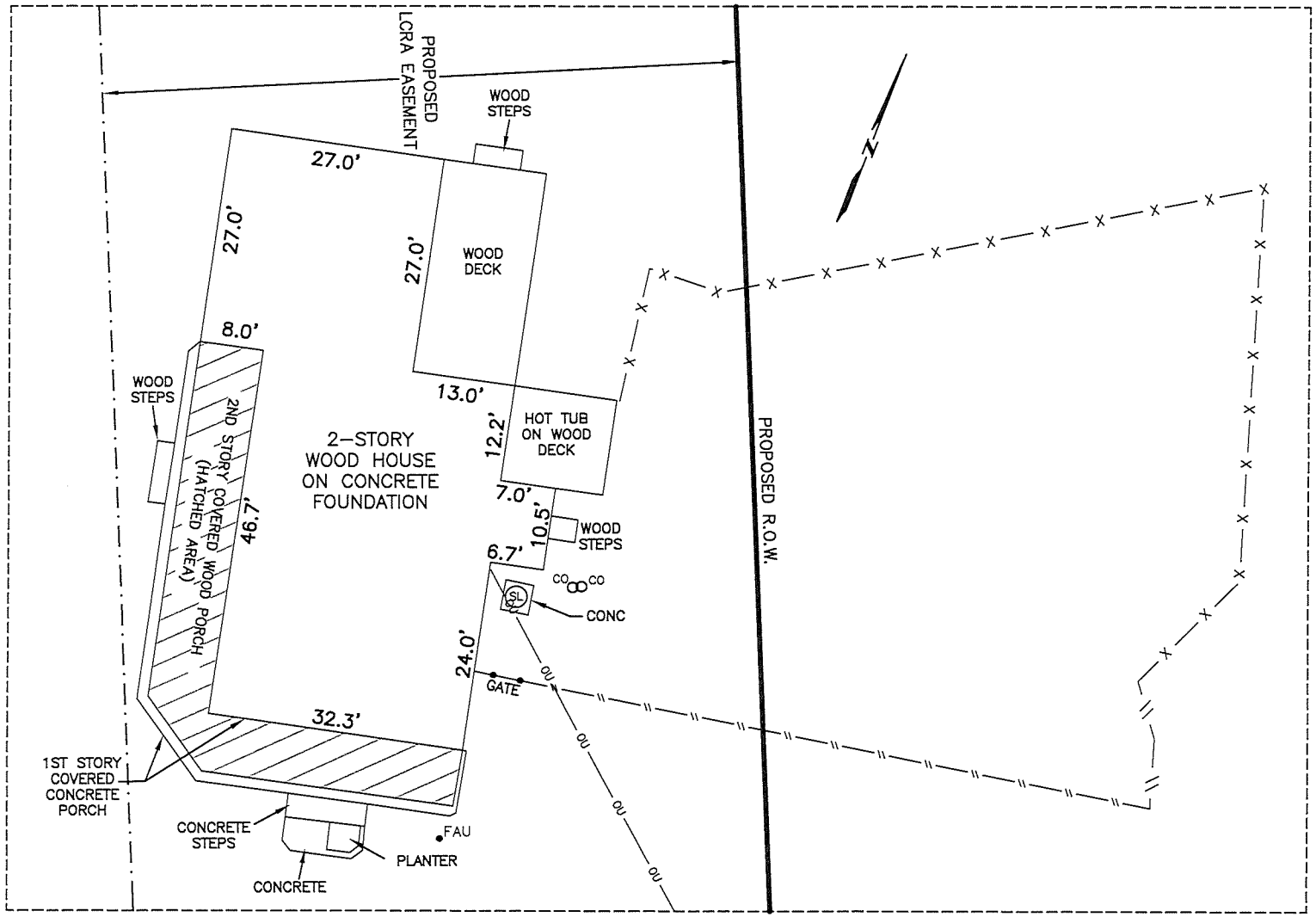

HOUSE AREA DETAIL
SCALE: 1" = 20'

PRELIMINARY - NOT TO BE RECORDED - REALEANDER, LLC R.O.W. PARCEL

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
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Z:\WCRB___2024 WCRB WA-4 ON-CALL ROW TRACTS HNTB 2024-101\2024-101J - CORRIDOR A -RONALD REAGAN - REALEANDER LLC 2024-101J___PRELIMINARY SURVEYS\RONALD REAGAN BLVD REALEANDER LLC ROW PARCEL 20250313.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.956 ACRE (41,651 SQ. FT.) TRACT OF LAND SITUATED IN THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 6.314 ACRE TRACT OF LAND CONVEYED TO REALEANDER LLC, RECORDED IN DOCUMENT NO. 2020167271 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 17451 RONALD W. REAGAN BLVD., LEANDER, TX 78641

LEGEND

- ● IRON ROD FOUND
- ●DS IRON ROD FOUND WITH CAP STAMPED "DIAMOND SURVEYING"
- COTTON GIN SPINDLE FOUND
- ⊙ 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- ▽ CALCULATED POINT
- ●PP POWER POLE
- DOWN GUY
- ●WM WATER METER
- ●WV WATER FAUCET
- ●FAU WATER VALVE
- ●WELL CAPPED WELL
- ○CO CLEAN OUT
- (SL) SEPTIC LID
- 65MPH 65 MPH SPEED LIMIT SIGN
- FM2243 FM 2243 INTERSECTION SIGN
- C.O.L. CITY OF LEANDER CITY LIMITS SIGN
- GL BURIED GAS LINE SIGN
- TSL TRAFFIC SIGNAL LIGHT AHEAD SIGN
- UT BURIED TELEPHONE LINE SIGN
- ●MB MAIL BOX

- WOOD FENCE
- x x x WIRE FENCE
- OU OU OVERHEAD UTILITY LINE
- EDGE OF PAVEMENT
- PROPOSED RIGHT-OF-WAY
- PROPOSED LCRA EASEMENT
- APPROXIMATE SURVEY LINE
- RIGHT-OF-WAY DEED LINE
- REALEANDER LLC RIGHT-OF-WAY PARCEL
- RONALD REAGAN CORRIDOR – SEGMENT A ENGINEER'S BASELINE

CDS	CONCRETE DRAINAGE STRUCTURE
CMP	CORRUGATED METAL PIPE
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING

LINE	BEARING	DISTANCE
L1	N23°11'42"W	200.16'
L2	S21°15'24"E	359.98'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	10907.03'	137.64'	0°43'23"	N26°19'12"W	137.64'
C2	10899.22'	52.97'	0°16'42"	N24°46'05"W	52.97'
C3	2974.79'	97.27'	1°52'24"	S22°11'36"E	97.26'

PRELIMINARY - NOT TO BE RECORDED - REALEANDER, LLC R.O.W. PARCEL

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WCRB___2024 WCRB WA-4 ON-CALL ROW TRACTS HNTB 2024-101\2024-101J - CORRIDOR A -RONALD REAGAN - REALEANDER LLC 2024-101A___PRELIMINARY SURVEYS\RONALD REAGAN BLVD REALEANDER LLC ROW PARCEL 20250313.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.956 ACRE (41,651 SQ. FT.) TRACT OF LAND SITUATED IN THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 6.314 ACRE TRACT OF LAND CONVEYED TO REALEANDER LLC, RECORDED IN DOCUMENT NO. 2020167271 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 17451 RONALD W. REAGAN BLVD., LEANDER, TX 78641

NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013. PER EMAIL RECEIVED DATED MARCH 3, 2025 FROM RILEY SLADEK, P.E. WITH LJA ENGINEERING.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

3) THE PROPOSED RIGHT-OF-WAY PARCEL SHOWN HEREON LIES WITHIN ZONE "X" (UNSCREEN), AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0460F, FOR WILLIAMSON COUNTY, TEXAS, REVISED DATE: DECEMBER 20, 2019.

4) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON WHICH MAY AFFECT THE SUBJECT TRACT.

4) PROPOSED RIGHT-OF-WAY LINES AND PROPOSED LCRA EASEMENT LINES SHOWN HEREON ARE PER ELECTRONIC CAD FILE "R_ROW.DGN" AND THE ENGINEER'S BASELINE SHOWN HEREON IS PER ELECTRONIC CAD FILE "R_ALIGN.DGN". BOTH FILES RECEIVED FEBRUARY 12, 2025 FROM HNTB.

To: Williamson County, Texas, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on March 13, 2025. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1B, CONDITION III STANDARD LAND SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, Issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

PRELIMINARY - NOT TO BE RECORDED -

MARCH 13, 2025

SHANE SHAFER, R.P.L.S. NO. 5281 *DATE*

REALEANDER, LLC R.O.W. PARCEL

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WORK___2024 WORK\WA-4 ON-CALL ROW TRACTS HNTB 2024-101\2024-101J - CORRIDOR A -RONALD REAGAN - REALEANDER LLC 2024-101J___PRELIMINARY SURVEYS\RONALD REAGAN BLVD REALEANDER LLC ROW PARCEL 20250313.dwg

Exhibit "B"

County: Williamson
Project: Ronald W. Reagan Segment/Corridor A
Tax ID: R031278
Parcel: Realeander LLC 0.842 Acre LCRA Easement

METES AND BOUNDS DESCRIPTION

FOR A 0.842 ACRE (36,684 SQ. FT.) TRACT OF LAND SITUATED IN THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 6.314 ACRE TRACT OF LAND CONVEYED TO REALEANDER LLC, RECORDED IN DOCUMENT NO. 2020167271 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.842 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF MARCH 2025 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found with cap stamped "DIAMOND SURVEYING" (Grid Coordinates: N=10186590.66, E=3090312.17) monumenting the southeast corner of said 6.314 acre Realeander LLC tract, the northeast corner of Lot 1, Block A, Valps Subdivision, recorded in Document No. 2022109540 of the Official Public Records of Williamson County, Texas, the southwest corner of the called 1.705 acre tract of land conveyed to Williamson County, Texas, recoded in Document No. 2002086217 of the Official Public Records of Williamson County, Texas and the northwest corner of the called 1.302 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2002081551 of the Official Public Records of Williamson County, Texas, same being on the existing west right-of-way line of Ronald W. Reagan Boulevard (right-of-way width varies), from which an iron rod found with cap stamped "DIAMOND SURVEYING" monumenting a point of curvature on the east boundary line of said 6.314 acre Realeander LLC tract, the west boundary line of said 1.705 acre Williamson County, Texas tract and said existing west right-of-way line of Ronald W. Reagan Boulevard, bears N 22°11'36" W for a distance of 97.26 feet;

THENCE, S 69°13'20" W with the south boundary line of said 6.314 acre Realeander LLC tract and the north boundary line of said Lot 1, Block A, Valps Subdivision, for a distance of 74.92 feet to a 5/8" iron rod set with aluminum cap stamped "WILLIAMSON COUNTY" (Grid Coordinates: N=10186564.09, E=3090242.13) being on the proposed west right-of-way line of Ronald W. Regan Boulevard, for the southeast corner and **POINT OF BEGINNING** hereof and being 174.71 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 318+97.57,

THENCE, **S 69°13'20" W** continuing with said south boundary line of the 6.314 acre Realeander LLC tract and said north boundary line of Lot 1, Block A, Valps Subdivision, for a distance of **80.52 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" for the southwest corner hereof and being 254.95 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 319+04.26, from which a 1/2" iron rod found monumenting the southwest corner of said 6.314 acre Realeander LLC tract, same being on

the east boundary line of the called 36.054 acre tract of land (Tract 1) conveyed to Devidass Mahendru and wife, Swaran Mahendru, recorded in Document No. 2003078726 of the Official Public Records of Williamson County, Texas, bears S 69°13'20" W for a distance of 449.61 feet;

THENCE, through the interior of said 6.314 acre Realeander LLC tract, the following four (4) courses and distances:

1. **N 27°18'41" W** for a distance of **59.08 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the beginning of a curve to the right and being 256.81 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 319+62.58;

2. With said curve to the right an arc length of **141.02 feet**, said curve having a radius of **10987.03 feet**, a delta angle of **0°44'08"** and a chord which bears **N 26°18'58" W** for a distance of **141.02 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the end of this curve and being 259.50 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 321+01.83;

3. **N 23°11'42" W** for a distance of **200.89 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the beginning of a curve to the right and being 254.04 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 323+00.16;

4. With said curve to the right an arc length of **57.53 feet**, said curve having a radius of **10979.22 feet**, a delta angle of **0°18'01"** and a chord which bears **N 24°45'03" W** for a distance of **57.53 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the north boundary line of said 6.314 acre Realeander LLC tract and the south boundary line of the called 10.10 acre tract of land (Exhibit A – Property 10) conveyed to JNK Properties 1, LTD., recorded in Document No. 2021182868 of the Official Public Records of Williamson County, Texas, for the northwest corner hereof and being 254.40 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 323+56.98, from which a 1/2" iron rod found monumenting the northwest corner of said 6.314 acre Realeander LLC tract, same being on said east boundary line of the 36.054 acre Mahendru tract, bears S 69°12'42" W for a distance of 416.82 feet;

County: Williamson
Project: Ronald W. Reagan Segment/Corridor A
Tax ID: R031278
Parcel: Realeander LLC 0.842 Acre LCRA Easement

THENCE, **N 69°12'42" E** with said north boundary line of the 6.314 acre Realeander LLC tract and said south boundary line of the 10.10 acre JNK Properties 1, LTD. tract for a distance of **80.18 feet** to a 5/8" iron rod set with aluminum cap stamped "WILLIAMSON COUNTY" on said proposed west right-of-way line of Ronald W. Reagan Boulevard, for the northeast corner hereof and being 174.37 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 323+52.09, form which an iron rod found with cap stamped "DIAMOND SURVEYING" monumenting the northeast corner of said 6.314 acre Realeander LLC tract and the northwest corner of said 1.705 acre Williamson County, Texas tract, same being on the south boundary line of the called 4.389 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2004058038 of the Official Public Records of Williamson County, Texas, same being on an angle point in said existing west right-of-way line of Ronald W. Reagan Boulevard, bears N 69°12'42" E passing at a distance of 92.98 feet an iron rod found with cap stamped "DIAMOND SURVEYING" monumenting the southeast corner of said 10.10 acre JNK Properties 1, LTD. tract and the southwest corner of said 4.389 acre Williamson County, Texas tract, same being on an angle point in said existing west right-of-way line of Ronald W. Reagan Boulevard, in all a total distance of 102.65 feet;

THENCE, through the interior of said 6.314 acre Realeander LLC tract with said proposed west right-of-way line of Ronald W. Reagan Boulevard, the following four (4) courses and distances:

1. With a curve to the left an arc length of **52.97 feet**, said curve having a radius of **10899.22 feet**, a delta angle of **0°16'42"** and a chord which bears **S 24°46'05" E** for a distance of **52.97 feet** to a 5/8" iron rod set with aluminum cap stamped "WILLIAMSON COUNTY" on the end of this curve and being 174.04 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 322+99.57;

2. **S 23°11'42" E** for a distance of **200.16 feet** to a 5/8" iron rod set with aluminum cap stamped "WILLIAMSON COUNTY" on the beginning of a curve to the left and being 179.48 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 321+01.20;

3. With said curve to the left an arc length of **137.64 feet**, said curve having a radius of **10907.03 feet**, a delta angle of **0°43'23"** and a chord which bears **S 26°19'12" E** for a distance of **137.64 feet** to a 5/8" iron rod set with aluminum cap stamped "WILLIAMSON COUNTY" on the end of this curve and being 176.84 feet left of Ronald W. Reagan Segment/Corridor A Engineer's Baseline Station 319+64.77;

County: Williamson
Project: Ronald W. Reagan Segment/Corridor A
Tax ID: R031278
Parcel: Realeander LLC 0.842 Acre LCRA Easement

4. **S 27°18'41" E** for a distance of **67.80 feet** to the **POINT OF BEGINNING** hereof and containing 0.842 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00013. Per email received dated March 3, 2025 from Riley Sladek, P.E. with LJA Engineering.

A drawing has been prepared to accompany this metes and bounds description.

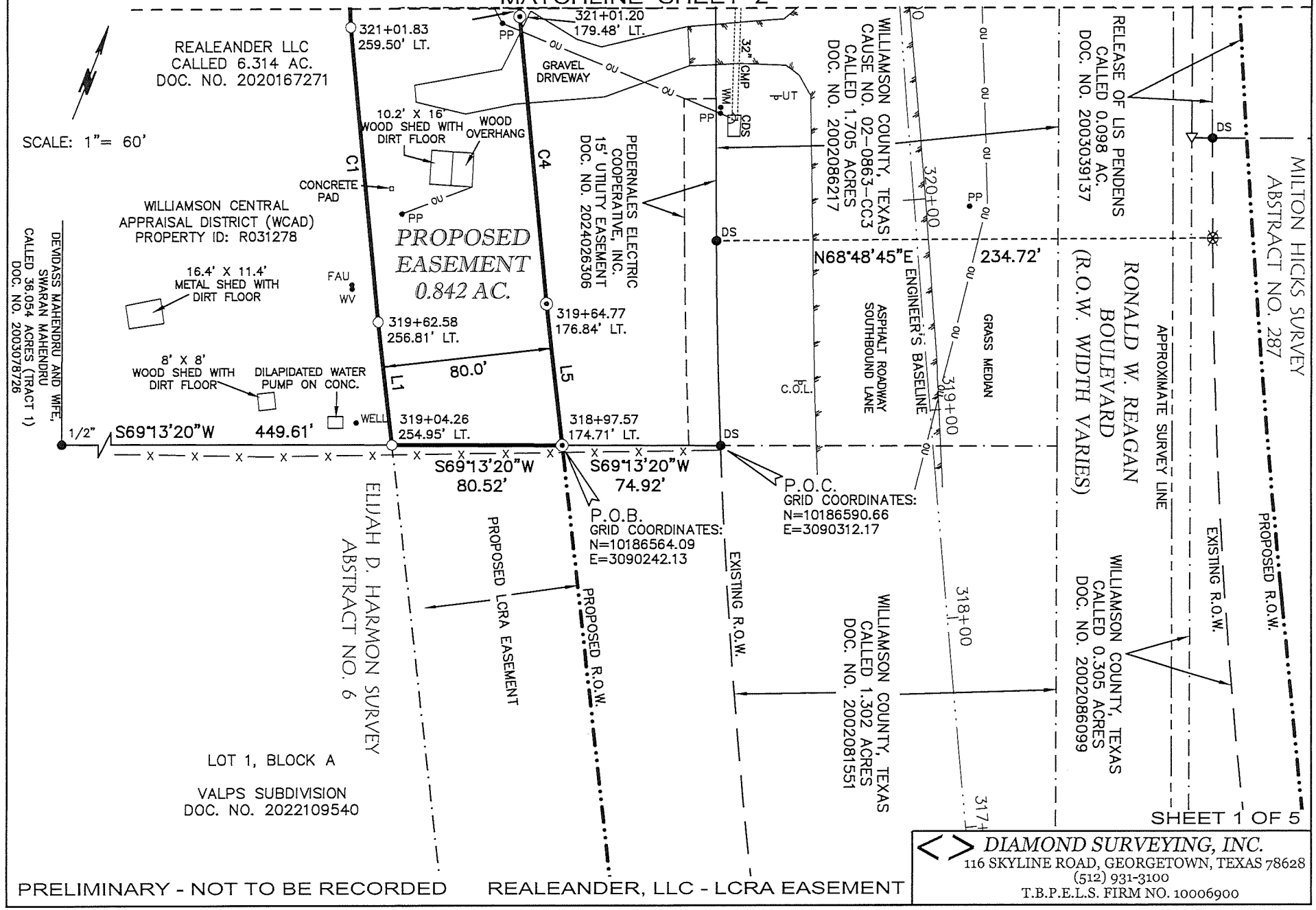
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

March 13, 2025

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

Z:\WCRB__2024 WCRB WA-4 ON-CALL ROW TRACTS HNTB 2024-101\2024-101J - CORRIDOR A -RONALD REAGAN - REALEANDER LLC 2024-101J__PRELIMINARY SURVEYS\RONALD REAGAN BLVD REALEANDER LLC LCRA ESMT M&B 20250313.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.842 ACRE (36,684 SQ. FT.) TRACT OF LAND SITUATED IN THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 6.314 ACRE TRACT OF LAND CONVEYED TO REALEANDER LLC, RECORDED IN DOCUMENT NO. 2020167271 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 17451 RONALD W. REAGAN BLVD., LEANDER, TX 78641



PRELIMINARY - NOT TO BE RECORDED

REALEANDER, LLC - LCRA EASEMENT

SHEET 1 OF 5

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WCRB_2024 WCRB WA-1-1 ON-CALL ROW TRACTS HNTB 2024-101-1\2024-101-1 CORRIDOR A -RONALD REAGAN - REALEANDER LTL C 2024-101-1\101-1 PRELIMINARY SURVEYS\RONALD REAGAN BLVD REALEANDER LTL LCRA ESMT 20250313.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.842 ACRE (36,684 SQ. FT.) TRACT OF LAND SITUATED IN THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 6.314 ACRE TRACT OF LAND CONVEYED TO REALEANDER LLC, RECORDED IN DOCUMENT NO. 2020167271 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
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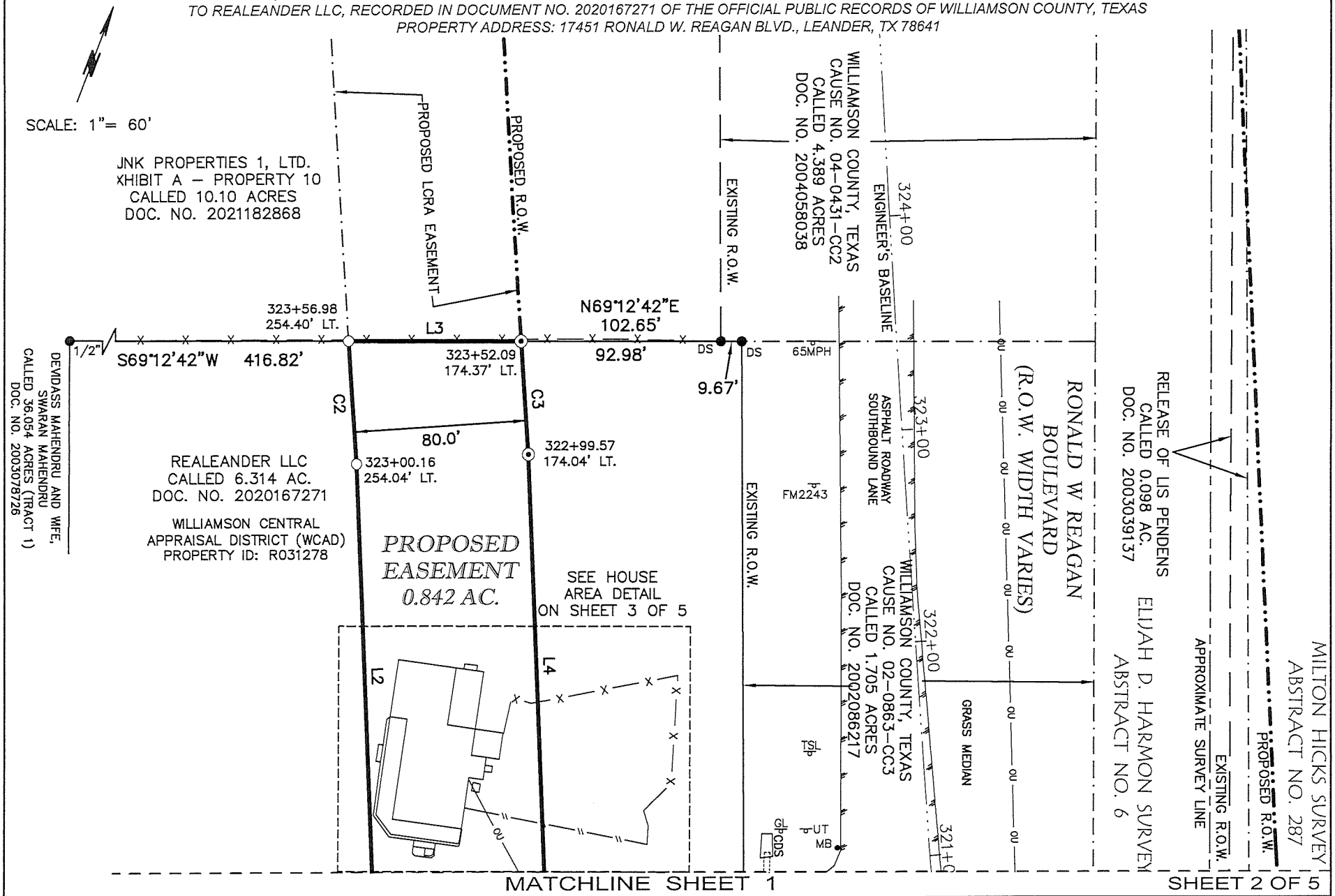

PRELIMINARY - NOT TO BE RECORDED

REALEANDER, LLC - LCRA EASEMENT

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WCRB___2024 WCRB WA-4 ON-CALL ROW TRACTS HNTB 2024-101\2024-101J - CORRIDOR A -RONALD REAGAN - REALEANDER LLC 2024-101___PRELIMINARY SURVEYS\RONALD REAGAN BLVD REALEANDER LLC LCRA ESMT 20250313.dwg

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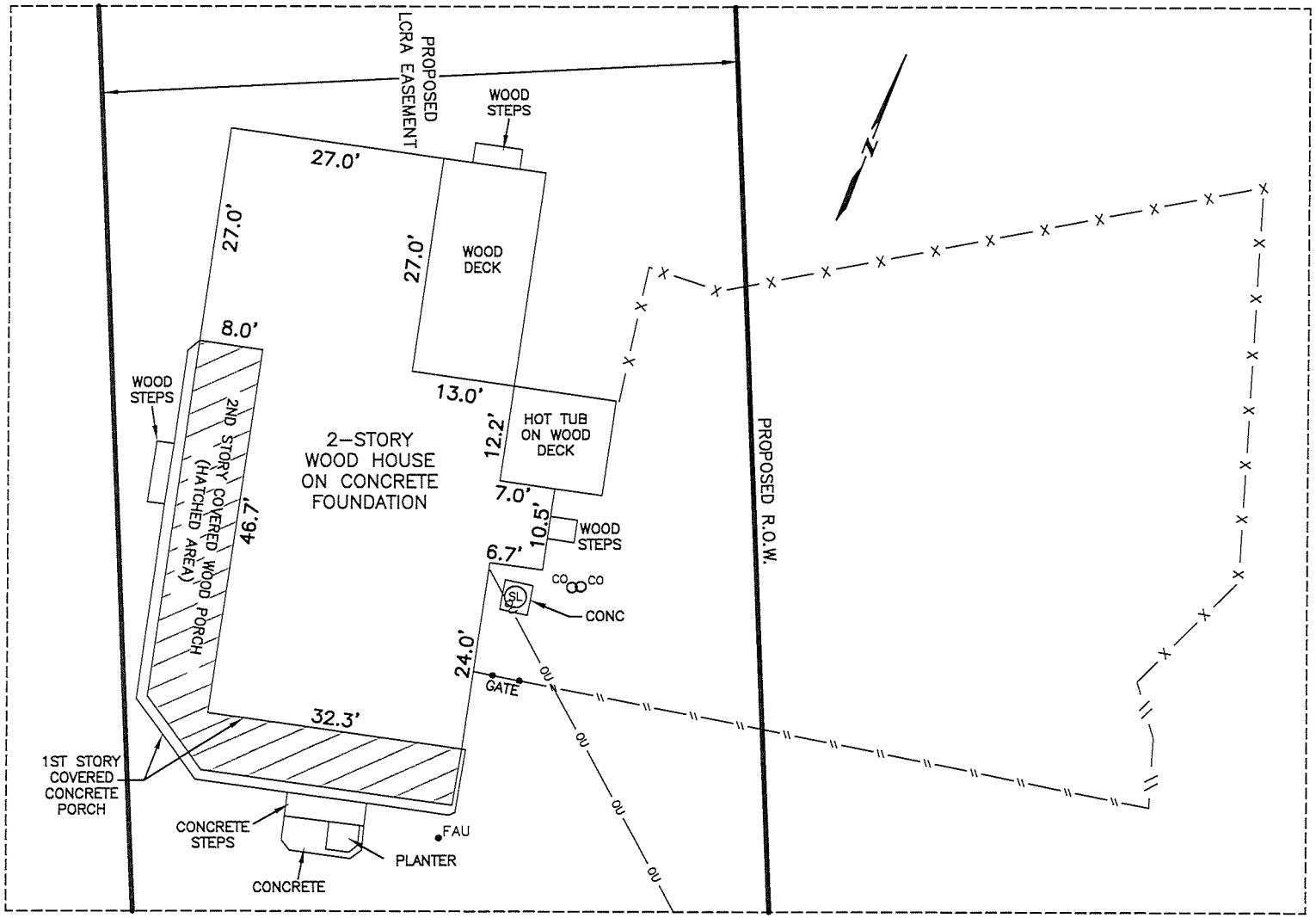

HOUSE AREA DETAIL
SCALE: 1" = 20'

PRELIMINARY - NOT TO BE RECORDED REALEANDER, LLC - LCRA EASEMENT

DIAMOND SURVEYING, INC.
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PROPERTY ADDRESS: 17451 RONALD W. REAGAN BLVD., LEANDER, TX 78641

LEGEND

●	IRON ROD FOUND
● DS	IRON ROD FOUND WITH CAP STAMPED "DIAMOND SURVEYING"
⊛	COTTON GIN SPINDLE FOUND
⊙	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
○	IRON ROD SET WITH CAP STAMPED "DIAMOND SURVEYING"
▽	CALCULATED POINT
PP	POWER POLE
⟨—	DOWN GUY
WM	WATER METER
WV	WATER FAUCET
FAU	WATER VALVE
WELL	CAPPED WELL
CO	CLEAN OUT
SL	SEPTIC LID
65MPH	65 MPH SPEED LIMIT SIGN
FM2243	FM 2243 INTERSECTION SIGN
C.O.L.	CITY OF LEANDER CITY LIMITS SIGN
GL	BURIED GAS LINE SIGN
TSL	TRAFFIC SIGNAL LIGHT AHEAD SIGN
UT	BURIED TELEPHONE LINE SIGN
MB	MAIL BOX

—\\—\\—\\—\\—	WOOD FENCE
— x — x — x —	WIRE FENCE
— OU — OU —	OVERHEAD UTILITY LINE
—||—||—||—||—	EDGE OF PAVEMENT
▬ • ▬ • ▬ • ▬ • ▬	PROPOSED RIGHT-OF-WAY
— · — · — · — · —	PROPOSED LCRA EASEMENT
— — — — — — —	APPROXIMATE SURVEY LINE
— — · — — · —	RIGHT-OF-WAY DEED LINE
▬▬▬▬▬▬▬▬	PROPOSED LCRA EASEMENT
— · · · —	RONALD REAGAN CORRIDOR – SEGMENT A ENGINEER'S BASELINE
CDS	CONCRETE DRAINAGE STRUCTURE
CMP	CORRUGATED METAL PIPE
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

LINE TABLE

LINE	BEARING	DISTANCE
L1	N27°18'41"W	59.08'
L2	N23°11'42"W	200.89'
L3	N69°12'42"E	80.18'
L4	S23°11'42"E	200.16'
L5	S27°18'41"E	67.80'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	10987.03'	141.02'	0°44'08"	N26°18'58"W	141.02'
C2	10979.22'	57.53'	0°18'01"	N24°45'03"W	57.53'
C3	10899.22'	52.97'	0°16'42"	S24°46'05"E	52.97'
C4	10907.03'	137.64'	0°43'23"	S26°19'12"E	137.64'

PRELIMINARY - NOT TO BE RECORDED REALEANDER, LLC - LCRA EASEMENT

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WORK___2024 WORK\WA-4 ON-CALL ROW TRACTS HNTB 2024-101\2024-101J - CORRIDOR A -RONALD REAGAN - REALEANDER LLC 2024-101J___PRELIMINARY SURVEYS\RONALD REAGAN BLVD REALEANDER LLC LCRA ESMT 20250313.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.842 ACRE (36,684 SQ. FT.) TRACT OF LAND SITUATED IN THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 6.314 ACRE TRACT OF LAND CONVEYED TO REALEANDER LLC, RECORDED IN DOCUMENT NO. 2020167271 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 17451 RONALD W. REAGAN BLVD., LEANDER, TX 78641

NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013. PER EMAIL RECEIVED DATED MARCH 3, 2025 FROM RILEY SLADEK, P.E. WITH LJA ENGINEERING.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

3) THE PROPOSED RIGHT-OF-WAY PARCEL SHOWN HEREON LIES WITHIN ZONE "X" (UNSCREEN), AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO., FOR WILLIAMSON COUNTY, TEXAS, REVISED DATE: DECEMBER 20, 2019.

4) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON WHICH MAY AFFECT THE SUBJECT TRACT.

5) PROPOSED RIGHT-OF-WAY LINE AND PROPOSED LCRA EASEMENT LINE SHOWN HEREON IS PER ELECTRONIC CAD FILE "R_ROW.DGN" AND THE ENGINEER'S BASELINE SHOWN HEREON IS BASED ON ELECTRONIC CAD FILE "R_ALIGN.DGN". BOTH FILES RECEIVED FEBRUARY 12, 2025 FROM HNTB.

To: Williamson County, Texas, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on March 13, 2025. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1B, CONDITION III STANDARD LAND SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, Issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

PRELIMINARY - NOT TO BE RECORDED -

MARCH 13, 2025

SHANE SHAFER, R.P.L.S. NO. 5281 *DATE*

REALEANDER, LLC - LCRA EASEMENT

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\W28____2024 W28 WA-4 ON-CALL ROW TRACTS HNTB 2024-101\2024-101J - CORRIDOR A -RONALD REAGAN - REALEANDER LLC 2024-101J____PRELIMINARY SURVEYS\RONALD REAGAN BLVD REALEANDER LLC LCRA ESMT 20250313.dwg

Exhibit "C"

DEED
Ronald Reagan Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **REALEANDER LLC** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

Being a 0.956-acre (41,651 square feet) tract of land, more or less, out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery

of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas and/or the State of Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance Grantee's public roadway facilities and related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Property described herein is being conveyed in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2025.

[signature pages follow]

GRANTOR:

REALEANDER LLC

By: _____

Name: _____

Its': _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by _____, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

Exhibit "D"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

DATE:_____, 2025

GRANTOR: REALEANDER LLC

GRANTOR'S MAILING ADDRESS: _____
_____
_____

GRANTEE: **LCRA TRANSMISSION SERVICES CORPORATION,** a Texas non-profit corporation

GRANTEE'S MAILING ADDRESS: P. O. Box 220
Austin, Texas 78767

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY: A tract of land consisting of 0.842 acres, more or less, more particularly described in the attached Exhibit A, which includes field note description and plat, incorporated herein for all purposes.

PROJECT: Electric transmission line or lines consisting of a variable number and sizes of wires and circuits, and all necessary or desirable appurtenances (including but not limited to insulators and above ground supporting structures made of wood, metal, or other materials). The Project may also include communication lines and facilities appurtenant to them.

GRANTOR, for the CONSIDERATION paid to GRANTOR, hereby grants, sells, and conveys to GRANTEE an easement and right-of-way on, over, upon, under, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in

any wise belonging, to have and hold it to GRANTEE and GRANTEE'S successors and assigns forever. The Easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, patrolling, or repairing the PROJECT, or any part of the PROJECT, and making connections therewith. GRANTOR consents to the construction and modification of the PROJECT on the EASEMENT PROPERTY.

GRANTEE shall have the right of ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated purposes. In the event that immediate access to the EASEMENT PROPERTY is not reasonably available over the EASEMENT PROPERTY, and only in that event, then GRANTEE shall have the right of ingress and egress over existing roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining such access. In the event that such access is not reasonably available over the EASEMENT PROPERTY and not available over existing roads, and only in that event, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTOR along any route that is reasonable and appropriate under the circumstances then existing in order to obtain such access. GRANTEE shall have the right to install and maintain appropriate gates along and in any fence, as necessary or appropriate for the exercise of GRANTEE'S right of ingress and egress on the EASEMENT PROPERTY or adjacent property of GRANTOR.

GRANTEE shall have the right to place any number of poles, towers, guys or other ground-based support structures permanently on the EASEMENT PROPERTY. GRANTEE shall have the right to place new or additional wire or wires within the EASEMENT PROPERTY and to change the sizes and transmission voltages thereof. GRANTEE shall have the right to locate, relocate, or reconstruct the PROJECT within the EASEMENT PROPERTY. GRANTEE shall have the right to license, permit, or otherwise agree to the joint use or occupancy of the Easement by any other person or legal entity for the purposes set out herein. GRANTEE shall have the right to trim, chemically treat, and/or remove from the EASEMENT PROPERTY all trees, shrubs, and parts thereof, and the right to remove any structure, building, or obstruction within the EASEMENT PROPERTY. GRANTOR shall not place or construct any structure in or on the EASEMENT PROPERTY. GRANTOR may not plant any trees or shrubs on the EASEMENT PROPERTY nor change the grade of the EASEMENT PROPERTY without the prior written approval of GRANTEE. GRANTOR shall not place or operate any temporary or permanent equipment or object within the EASEMENT PROPERTY without complying with the National Electrical Safety Code and any other applicable law or regulation. GRANTEE shall have the right to place temporary poles, guys, and supporting structures on the EASEMENT PROPERTY for use in erecting or repairing the PROJECT.

GRANTEE agrees that upon completion of construction of the PROJECT, GRANTEE shall remove and dispose of all trash and litter resulting from construction and, except for (i) materials and facilities installed or constructed on the EASEMENT PROPERTY; (ii) modifications within the EASEMENT PROPERTY for pipeline, watercourse, or other crossings and (iii) modifications made to the surface of the EASEMENT PROPERTY by Grantee pursuant to the exercise of the rights granted in this Easement, Grantee shall restore, to the extent reasonably practicable, the surface of the EASEMENT PROPERTY to the natural contour of the land and its

condition as existed immediately prior to such construction. GRANTOR understands and agrees that vegetation cleared from the EASEMENT PROPERTY will not be replaced.

GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, structures, and obstructions. All parts of the PROJECT installed on the EASEMENT PROPERTY shall remain the exclusive property of GRANTEE.

GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in, on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to drill or excavate for minerals on the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE'S use of the EASEMENT PROPERTY.

The rights granted to GRANTEE in this Easement and Right-of-Way are assignable in whole or in part. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns.

GRANTOR warrants and shall forever defend the Easement to GRANTEE against anyone lawfully claiming or to claim the EASEMENT or any part thereof.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees and authorized agents of GRANTEE.

GRANTOR:

REALEANDER LLC

By: _____

Name: _____

Its': _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025 by _____, GRANTOR, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

LCRA Transmission Services Corporation
c/o Lower Colorado River Authority
P. O. Box 220
Austin, Texas 78767-0220
Attn: _____

REALEANDER--purchase contract for Reagan A r.o.w. + LCRA elec esmt (LD 3.30.25)

Final Audit Report 2025-04-03

Created:	2025-04-03
By:	Lisa Dworaczyk (lisad@scrrlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcbVn6WWpfcZlZp4z-TLTYMDBa8xAam5g

"REALEANDER--purchase contract for Reagan A r.o.w. + LCR A elec esmt (LD 3.30.25)" History

Document created by Lisa Dworaczyk (lisad@scrrlaw.com)
2025-04-03 - 2:44:26 PM GMT

Document emailed to prasad kolishetti (prasad@softwaytek.com) for signature
2025-04-03 - 2:45:25 PM GMT

Email viewed by prasad kolishetti (prasad@softwaytek.com)
2025-04-03 - 2:48:56 PM GMT

Document e-signed by prasad kolishetti (prasad@softwaytek.com)
Signature Date: 2025-04-03 - 2:50:12 PM GMT - Time Source: server

Agreement completed.
2025-04-03 - 2:50:12 PM GMT

Adobe Acrobat Sign

Commissioners Court - Regular Session **55.**

Meeting Date: 04/08/2025

Hero Way Rule 11 Settlement Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Rule 11 condemnation settlement agreement with CSM Mason Family, L.P. to acquire 36.029 AC (Parcel 209) needed as right of way, 0.334 AC and 0.099 AC (Parcel 209D Parts 1 and 2) needed as drainage easements for the Hero Way project. Funding Source: LTP P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/03/2025 01:43 PM
Form Started By: Charlie Crossfield		Started On: 04/03/2025 11:32 AM
Final Approval Date: 04/03/2025		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street , Round Rock, TX 78664-5246

Phone 512-738-8740 (D,) fax 512-255-8986

erik@scrrlaw.com

April 3, 2025

RULE 11 CONDEMNATION SETTLEMENT AGREEMENT

R. Mattthew Molash
Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218

Re: Williamson County, Texas v. CSM-Mason Family, LP, Cause No. 23- 1256-CC5, County Court at Law No. 5, Williamson County, Texas (the "Condemnation Proceedings") (Hero Way Project, Parcels 209, 209D part 1, and 209D part 2).

Dear Mr. Molash:

This letter is a Rule 11 Settlement Agreement (the "Letter Agreement") between Williamson County, Texas ("County") and CSM-Mason Family, LP ("CSM") (CSM and County, the "Parties") for the settlement of the matters at issue in the Condemnation Proceedings. The terms of this Agreement and the settlement reached are as follows:

The County agrees to pay **SEVEN MILLION SIX HUNDRED AND THREE THOUSAND TWO HUNDRED AND THIRTY-NINE AND NO/100 DOLLARS ($7,603,239.00)** in complete settlement of any and all claims for compensation that have been made, or which could have been made, in the Condemnation Proceedings, including claims for compensation for both the property interests to be acquired, damages (if any) to any remaining property, and costs to cure in connection with the County's acquisition of the property interests described in Exhibits "A," "B-1," and "B-2" attached hereto and incorporated herein (the "Property Interests").

The County agrees that within seven (7) days following the execution of this Letter Agreement by the County and counsel for CSM, the County shall file an amended petition in the form described in Exhibit "C" (the "Amended Petition") to reflect the updated property descriptions of the Property Interests the County is acquiring in the settlement of the Condemnation Proceedings.

In addition, within seven (7) days of filing the Amended Petition, the Parties agree to file an Agreed Final Judgment, in the form attached as Exhibit "D," which Agreed Final Judgment awards to CSM the total sum of **SEVEN MILLION SIX HUNDRED AND THREE THOUSAND TWO HUNDRED AND THIRTY-NINE AND NO/100 DOLLARS ($7,603,239.00).** CSM acknowledges that County previously deposited **THREE MILLION TWO HUNDRED SEVENTY- FIVE THOUSAND FIFTY-FIVE AND NO/100 DOLLARS ($3,275,055.00)** into

the registry of the Court, leaving a balance of **FOUR MILLION THREE HUNDRED TWENTY-EIGHT THOUSAND ONE HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS ($4,328,184.00)** owed by the County to CSM.

County agrees to pay to CSM the remaining balance due to CSM of **FOUR MILLION THREE HUNDRED TWENTY-EIGHT THOUSAND ONE HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS ($4,328,184.00)** within sixty (60) days of final execution and entry of the Agreed Final Judgment. As provided in the form of Agreed Final Judgment, each party agrees to pay their own fees and costs.

In addition to the foregoing, County hereby confirms and agrees that, as part of the settlement of the Condemnation Proceeding and as a condition to CSM accepting the monetary compensation outlined above, CSM will retain access to both the north and south remainder parcels through and across the Property Interests until such time as the County has constructed new roadways adjacent to each of the remainder parcels and CSM has access from such newly constructed roadways into each of the remainder parcels. In the event it is necessary for the County to remove or close the existing gate into the property located at the northeast corner of the CSM property or any parts of the internal roads accessed from that gate, the County will provide a suitable alternative access gate and road(s), of like manner and kind, for CSM's use in a location as close to the existing gate and existing road(s) as reasonably possible.

If this letter correctly sets forth the terms of our agreement and the settlement reached between County and CSM, please indicate by having the appropriate persons execute this letter in the space indicated below and return it to my attention.

Sincerely,

Erik L. Cardinell
Sheets & Crossfield, PLLC
Counsel for Williamson County, Texas

AGREED AND ACCEPTED:

R. Matthew Molash

Counsel for CSM-Mason Family, LP

Date: April 3, 2025

AGREED AND ACCEPTED:
WILLIAMSON COUNTY, TEXAS

By: _____

Its: _____

Date: _____

EXHIBIT A TO RULE 11

EXHIBIT ____

County: Williamson
Parcel: 209
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 209

METES & BOUNDS DESCRIPTION FOR A 36.029 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 168.4 ACRE TRACT OF LAND AS CONVEYED TO CSM-MASON FAMILY, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2011086909 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 36.029 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 5/8-inch iron rod found on the curving south right-of-way line of FM 2243 (80 feet wide right-of-way) as dedicated by instruments recorded in Volume 409, Page 78 and Volume 409, Page 377, both of the Deed Records of Williamson County, Texas, at the northeast corner of said CSM-Mason remainder Tract and at the northwest corner of a called 89.41 acre tract of land as conveyed to Amelia Valdez, Anita Martinez and Irene Torrez by Probate Orders recorded in Document Numbers 2012066513 and 2012067088, both of the Official Public Records of Williamson County, Texas, and described in Volume 457, Page 595 of the Deed Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** of the herein described tract, from which a TXDOT Type I concrete monument found on the south right-of-way line of said FM 2243, bears along a curve to the left, an arc distance of 412.62 feet, having a radius of 1,949.86 feet, a central angle of 12°07'29" and a chord which bears N 75°35'18" E a distance of 411.86 feet;

THENCE, with the east line of said CSM-Mason Tract and the west line of said Valdez, Martinez and Torrez Tract, S 21°40'36" E a distance of 303.21 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,188,739.06, E: 3,096,434.97) set for the southeast corner of the herein described tract, 175.00 feet right of FM 2243 baseline station 254+70.53, from which a 1/2-inch iron rod with cap stamped "RJ Surveying" found on the east line of said CSM-Mason Tract, at the southwest corner of said Valdez, Martinez and Torrez Tract, bears S 21°40'36" E a distance of 1,347.02 feet;

THENCE, departing the west line of said Valdez, Martinez and Torrez Tract, over and across said CSM-Mason Tract, S 76°53'04" W a distance of 384.25 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for a point of curvature of a curve to the right, 180.62 feet right of FM 2243 baseline station 250+94.60;

THENCE, continuing over and across said CSM-Mason Tract, along said curve to the right, an arc distance of 1,600.05 feet, having a radius of 5,047.00 feet, a central angle of 18°09'52" and a chord which bears S 85°58'01" W a distance of 1,593.36 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 247.19 feet right of FM 2243 baseline station 235+61.91;

THENCE, continuing over and across said CSM-Mason Tract, N 82°24'00" W a distance of 785.42 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 247.00 feet right of FM 2243 baseline station 227+78.58;

THENCE, continuing over and across said CSM-Mason Tract, N 85°48'08" W a distance of 187.82 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an interior corner of the herein described tract, 258.15 feet right of FM 2243 baseline station 225+91.09;

THENCE, continuing over and across said CSM-Mason Tract, S 07°36'00" W a distance of 31.36 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an exterior corner of the herein described tract, 289.51 feet right of FM 2243 baseline station 225+91.09;

THENCE, continuing over and across said CSM-Mason Tract, N 71°05'21" W a distance of 130.07 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 264.00 feet right of FM 2243 baseline station 224+63.55;

THENCE, continuing over and across said CSM-Mason Tract, N 82°24'00" W a distance of 392.21 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the southeast right-of-way line of said FM 2243 and the northwest line of said CSM-Mason remainder tract, for the southwest corner of the herein described tract, 264.00 feet right of FM 2243 baseline station 220+71.34, from which a TXDOT Type I concrete monument found on the southeast right-of-way of said FM 2243, bears S 34°00'38" W a distance of 1,317.81 feet;

THENCE, with the southeast right-of-way line of said FM 2243 and the northwest line of said CSM-Mason remainder Tract, N 34°00'38" E a distance of 260.65 feet to a calculated point at the beginning of a non-tangent curve to the right;

THENCE, continuing with the southeast right-of-way line of said FM 2243 and the northwest line of said CSM-Mason remainder Tract, along said curve to the right, an arc distance of 792.49 feet, having a radius of 1,105.92 feet, a central angle of 41°03'27" and a chord which bears N 54°31'52" E a distance of 775.64 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the most northerly corner of the herein described tract, 499.12 feet left of FM 2243 baseline station 227+53.92, from which a TXDOT Type I concrete monument found on the south right-of-way line of said FM 2243, bears along a curve to the right an arc distance of 750.78 feet, having a radius of 1,105.92 feet, a central angle of 38°53'48" and a chord which bears S 85°29'31" E a distance of 736.45 feet;

THENCE, departing the southeast right-of-way line of said FM 2243, over and across said CSM-Mason Tract, S 06°29'15" W a distance of 215.29 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an interior corner of the herein described tract, 283.86 feet left of FM 2243 baseline station 227+58.10;

THENCE, continuing over and across said CSM-Mason Tract, S 82°24'01" E a distance of 1,288.63 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the fenced and occupied north line of said CSM-Mason remainder Tract and the south right-of-way line of Georgetown and Leander Public Road (right-of-way varies) (unimproved) (no deed of record found) as referenced in Deed recorded in Volume 147, Page 112 of the Deed Records of Williamson County, Texas, for an angle point, 254.49 feet left of FM 2243 baseline station 240+76.14;

THENCE, with the fenced and occupied north line of said CSM-Mason remainder Tract and the south right-of-way line of said Georgetown and Leander Public Road, S 68°45'06" E a distance of 11.60 feet to an 18-inch cedar fence post found for an angle point, 250.51 feet left of FM 2243 baseline station 240+87.62;

THENCE, continuing with the fenced and occupied north line of said CSM-Mason remainder Tract and the south right-of-way line of said Georgetown and Leander Public Road, S 82°27'50" E a distance of 23.43 feet to a 10-inch cedar fence post found for an angle point, 247.82 feet left of FM 2243 baseline station 241+12.12;

THENCE, continuing with the fenced and occupied north line of said CSM-Mason remainder Tract and the south right-of-way line of said Georgetown and Leander Public Road, S 87°48'47" E a distance of 41.95 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the beginning of a non-tangent curve to the left, 246.63 feet left of FM 2243 baseline station 241+56.28;

THENCE, departing the south right-of-way line of said Georgetown and Leander Public Road, over and across said CSM-Mason Tract, along said curve to the left, an arc distance of 380.49 feet, having a radius of 3,933.00 feet, a central angle of 05°32'35" and a chord which bears S 89°51'04" E a distance of 380.34 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the north line of said CSM-Mason remainder Tract and the south right-of-way line of said FM 2243, for the beginning of a non-tangent curve to the left, 232.47 feet left of FM 2243 baseline station 245+55.54;

THENCE, with the north line of said CSM-Mason remainder Tract and the south right-of-way line of said FM 2243, along said curve to the left, an arc distance of 139.48 feet, having a radius of 1,472.39 feet, a central angle of 05°25'39" and a chord which bears S 88°43'50" E a distance of 139.42 feet to a TXDOT Type I concrete monument found for an angle point;

THENCE, continuing with the north line of said CSM-Mason remainder Tract and the south right-of-way line of said FM 2243, N 88°35'53" E a distance of 472.90 feet to a TXDOT Type I concrete monument found for the beginning of a non-tangent curve to the left;

THENCE, continuing with the north line of said CSM-Mason remainder Tract and the south right-of-way line of said FM 2243, along said curve to the left, an arc distance of 235.50 feet, having a radius of 1,949.86 feet, a central angle of 06°55'13" and a chord which bears N 85°06'39" E a distance of 235.36 feet to the **POINT OF BEGINNING** and containing 36.029 acres of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

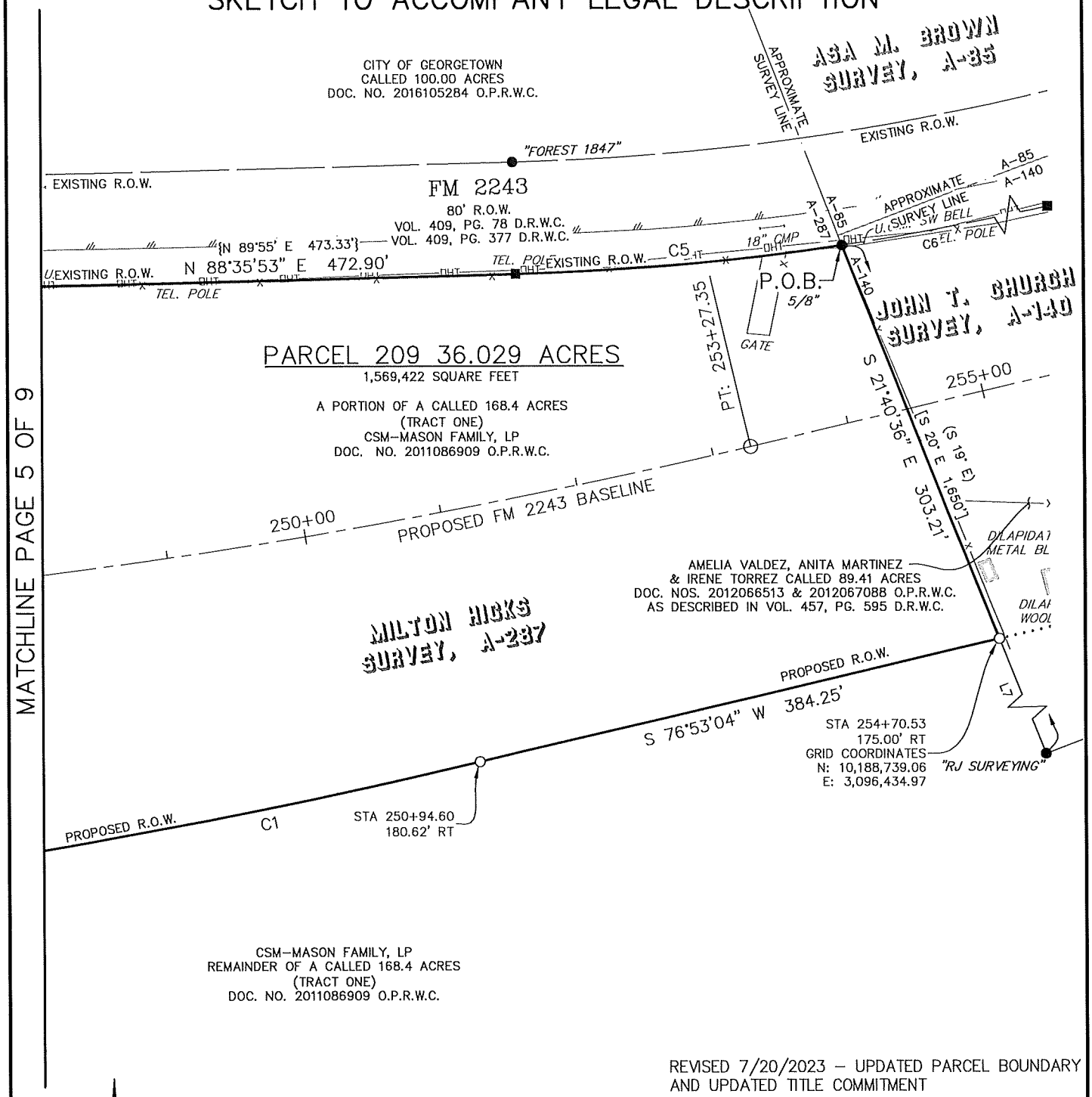
02/14/2025
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106500

Client:	Williamson County
Date:	September 20, 2022
Revised	February 14, 2025
Project Number:	7473-00

\\bgeinc\data\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P209_EX1.dwg, 2/14/2025 2:44 PM, Andrea Hiener

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY AND UPDATED TITLE COMMITMENT
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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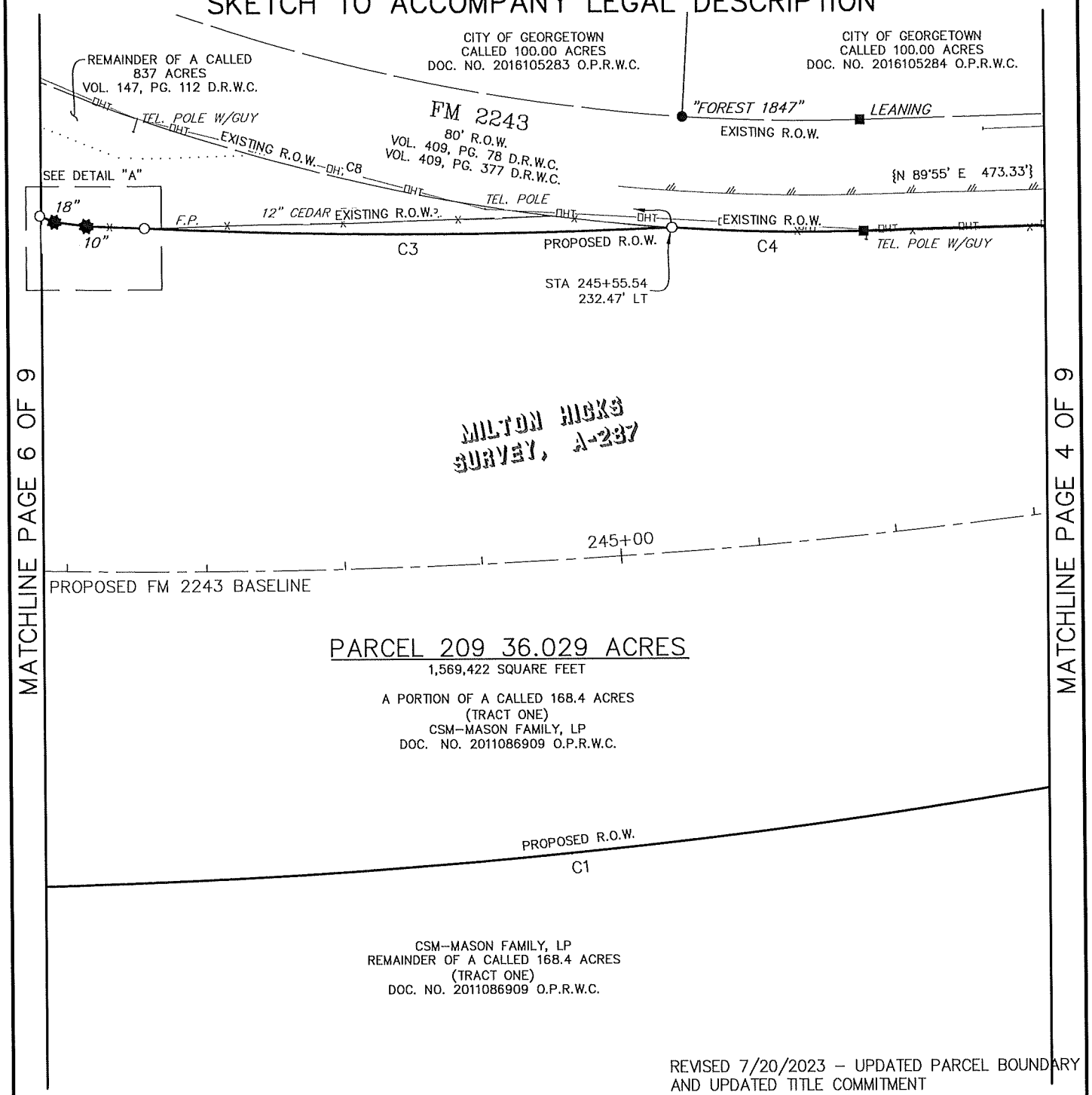
PARCEL PLAT SHOWING PARCEL 209 36.029 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	4 of 10

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

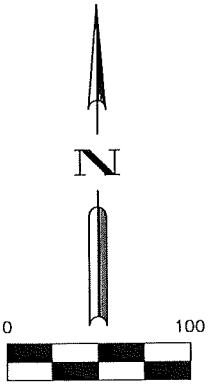


PARCEL 209 36.029 ACRES

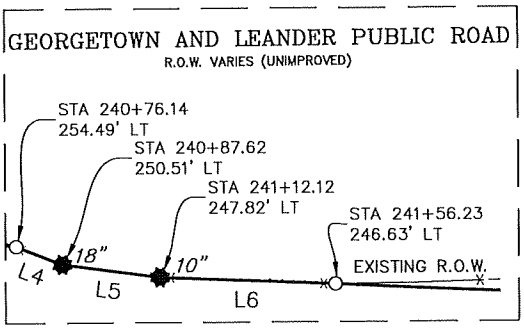
1,569,422 SQUARE FEET

A PORTION OF A CALLED 168.4 ACRES
(TRACT ONE)
CSM-MASON FAMILY, LP
DOC. NO. 2011086909 O.P.R.W.C.

REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY AND UPDATED TITLE COMMITMENT
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY



DETAIL "A" N.T.S.



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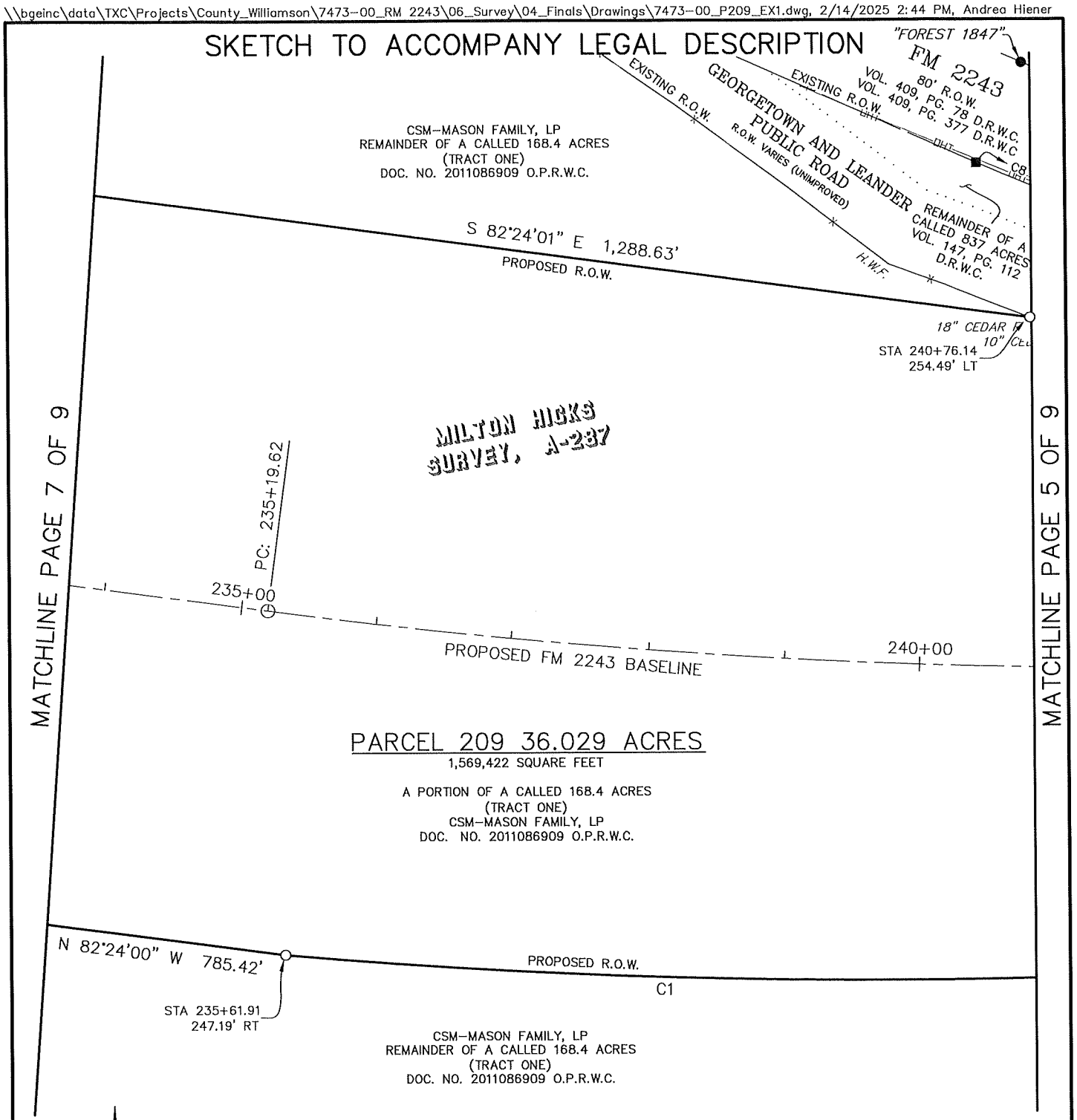
PARCEL PLAT
SHOWING PARCEL 209
36.029 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	5 of 10

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY AND UPDATED TITLE COMMITMENT
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY

BGE, Inc.
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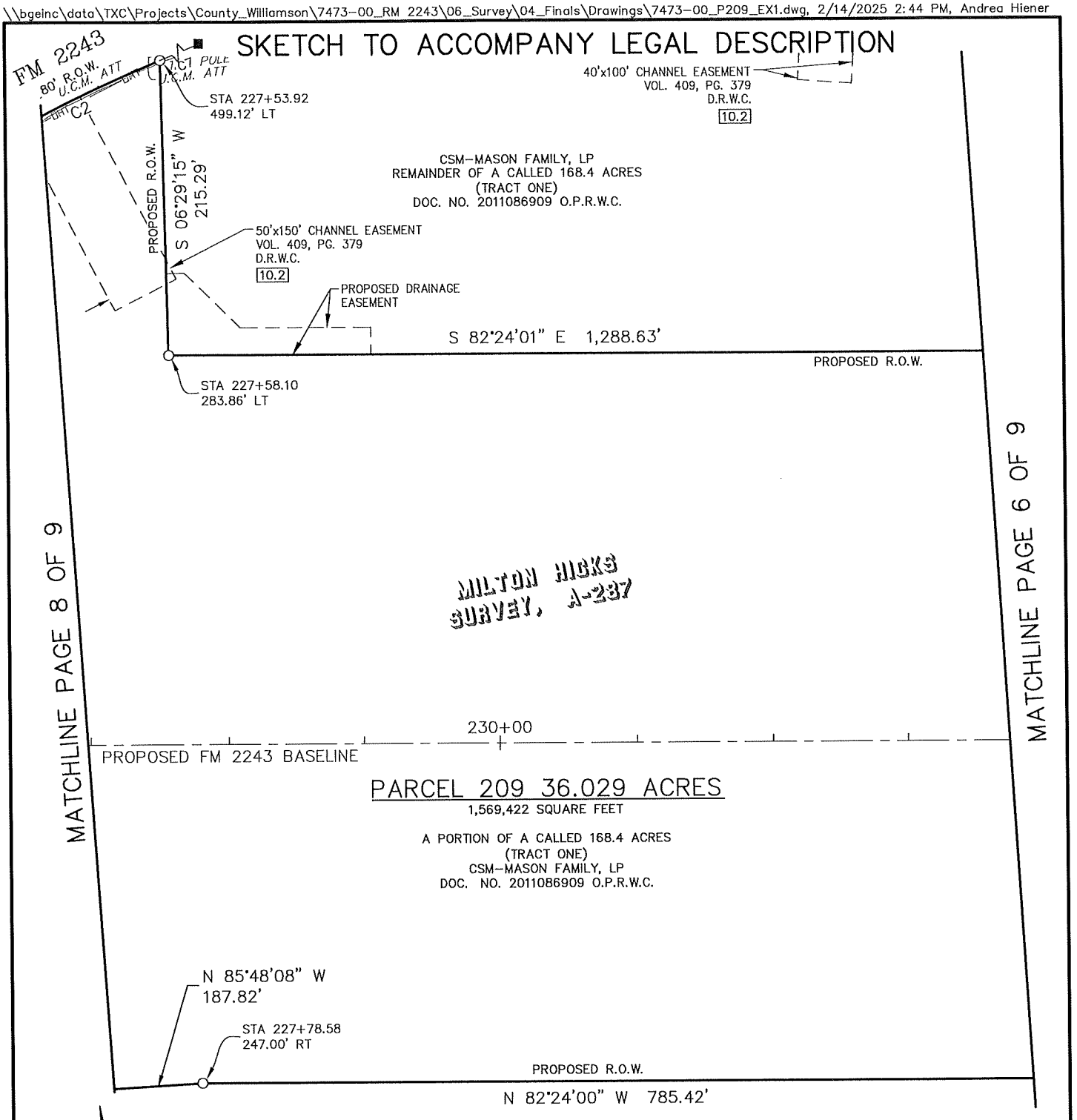
PARCEL PLAT SHOWING PARCEL 209 36.029 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	6 of 10

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY AND UPDATED TITLE COMMITMENT
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY

BGE, Inc.
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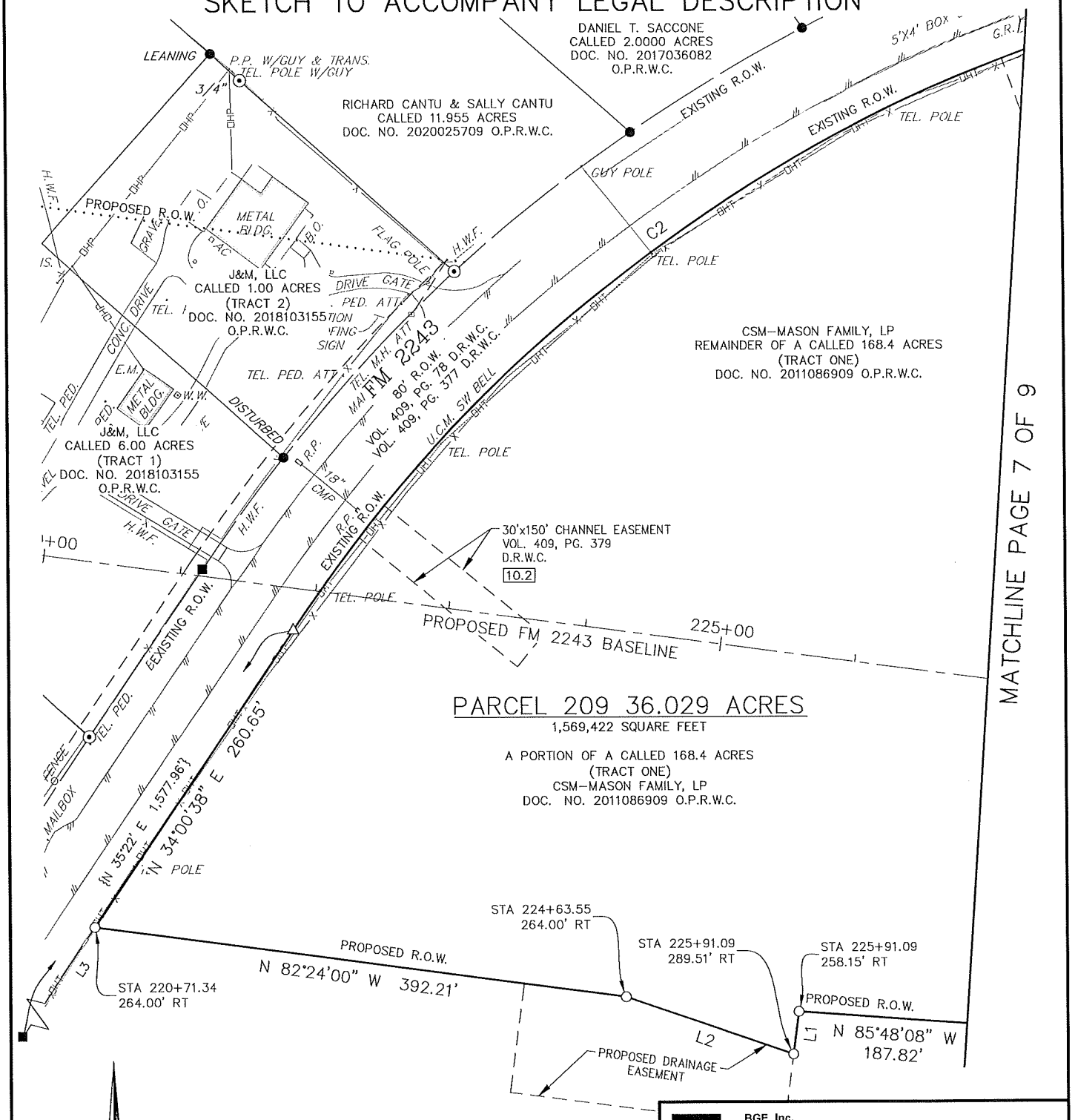
PARCEL PLAT SHOWING PARCEL 209 36.029 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	7 of 10

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY AND UPDATED TITLE COMMITMENT
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY

BGE, Inc.
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PARCEL PLAT
SHOWING PARCEL 209
36.029 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	8 of 10

LEGEND

CMP	CORRUGATED METAL PIPE
C.O.	CLEAN OUT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.M.	ELECTRIC METER
F.P.	FENCE POST
M.H.	MANHOLE
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
R.P.	REFLECTOR POST
R.W.	RETAINING WALL
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.W.	WATER WELL
( )	RECORD INFO FOR DOC. NO. 2011086909 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. VOL. 457, PG. 595 D.R.W.C.
{ }	RECORD INFO FOR TXDOT FM 2243 R.O.W. MAP DATED MAY 1955 & VOL. 409, PG. 377 D.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
■	FOUND TDDOT TYPE I CONCRETE MONUMENT
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
✹	CEDAR FENCE POST
⊙	FOUND 3/8" IRON PIPE (UNLESS OTHERWISE NOTED)
——x——	WIRE FENCE
——o——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——///	EDGE OF ASPHALT
10.2	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 07°36'00" W	31.36'
L2	N 71°05'21" W	130.07'
L3	S 34°00'38" W	1,317.81'
L4	S 68°45'06" E	11.60'
L5	S 82°27'50" E	23.43'
L6	S 87°48'47" E	41.95'
L7	S 21°40'36" E	1,347.02'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
(L6)	(EAST)	

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	1,600.05'	5,047.00'	18°09'52"	S 85°58'01" W	1,593.36'
C2	792.49'	1,105.92'	41°03'27"	N 54°31'52" E	775.64'
C3	380.49'	3,933.00'	5°32'35"	S 89°51'04" E	380.34'
C4	139.48'	1,472.39'	5°25'39"	S 88°43'50" E	139.42'
C5	235.50'	1,949.86'	6°55'13"	N 85°06'39" E	235.36'
C6	412.62'	1,949.86'	12°07'29"	N 75°35'18" E	411.86'
C7	750.78'	1,105.92'	38°53'48"	S 85°29'31" E	736.45'
C8	511.99'	1,472.39'	19°55'24"	S 76°03'19" E	509.41'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
{C2}		{1,105.92'}			
{C4}		{1,472.39'}			
{C5}		{1,949.86'}			
{C6}		{1,949.86'}			
{C7}		{1,105.92'}			
{C8}		{1,472.39'}			

REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY AND UPDATED TITLE COMMITMENT
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 209
36.029 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	9 of 10

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-163580, DATED EFFECTIVE JULY 13, 2023 AND ISSUED ON JULY 20, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10.2 A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION AS DESCRIBED IN VOLUME 409, PAGE 379 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2017015559 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

02/14/2025

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY AND UPDATED TITLE COMMITMENT
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
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PARCEL PLAT
SHOWING PARCEL 209
36.029 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	10 of 10

EXHIBIT B-1
TO RULE 11

EXHIBIT ____

B-1

County: Williamson
Parcel: 209D Part 1
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 209D PART 1

METES & BOUNDS DESCRIPTION FOR A 0.334 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 168.4 ACRE TRACT OF LAND AS CONVEYED TO CSM-MASON FAMILY, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2011086909 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.334 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a TXDOT Type I concrete monument found on the southeast right-of-way line of FM 2243 (80 feet wide right-of-way) as dedicated by instruments recorded in Volume 409, Page 78 and Volume 409, Page 377, both of the Deed Records of Williamson County, Texas, and the northwest line of the above described CSM-Mason remainder Tract, from which a 1/2-inch iron rod with cap stamped "Stanley Consultants" found on the southeast right-of-way line of said FM 2243, bears along a curve to the right, an arc distance of 224.86 feet, having a radius of 5,769.58 feet, a central angle of 02°13'59" and a chord which bears S 35°16'39" W a distance of 224.85 feet; Thence, with the southeast right-of-way line of said FM 2243 and the northwest line of said CSM-Mason remainder Tract, N 34°00'38" E a distance of 1,317.81 feet to a calculated point; Thence, departing the southeast right-of-way line of said FM 2243, over and across said CSM-Mason Tract, S 82°24'00" E a distance of 317.59 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,188,678.36, E: 3,093,304.70) for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 264.00 feet right of FM 2243 baseline station 223+88.93;

THENCE, continuing over and across said CSM-Mason Tract, S 82°24'00" E a distance of 74.62 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 264.00 feet right of FM 2243 baseline station 224+63.55;

THENCE, continuing over and across said CSM-Mason Tract, S 71°05'21" E a distance of 130.07 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the northeast corner of the herein described tract, 289.51 feet right of FM 2243 baseline station 225+91.09;

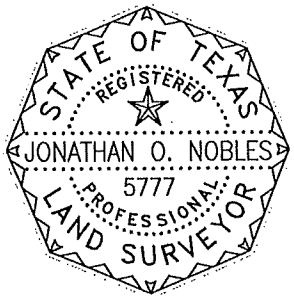
THENCE, continuing over and across said CSM-Mason Tract, S 07°36'00" W a distance of 54.49 feet to a calculated point for the southeast corner of the herein described tract;

THENCE, continuing over and across said CSM-Mason Tract, N 82°24'00" W a distance of 202.16 feet to a calculated point for the southwest corner of the herein described tract;

THENCE, continuing over and across said CSM-Mason Tract, N 07°36'00" E a distance of 80.00 feet to the **POINT OF BEGINNING** and containing 0.334 acre (14,546 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.



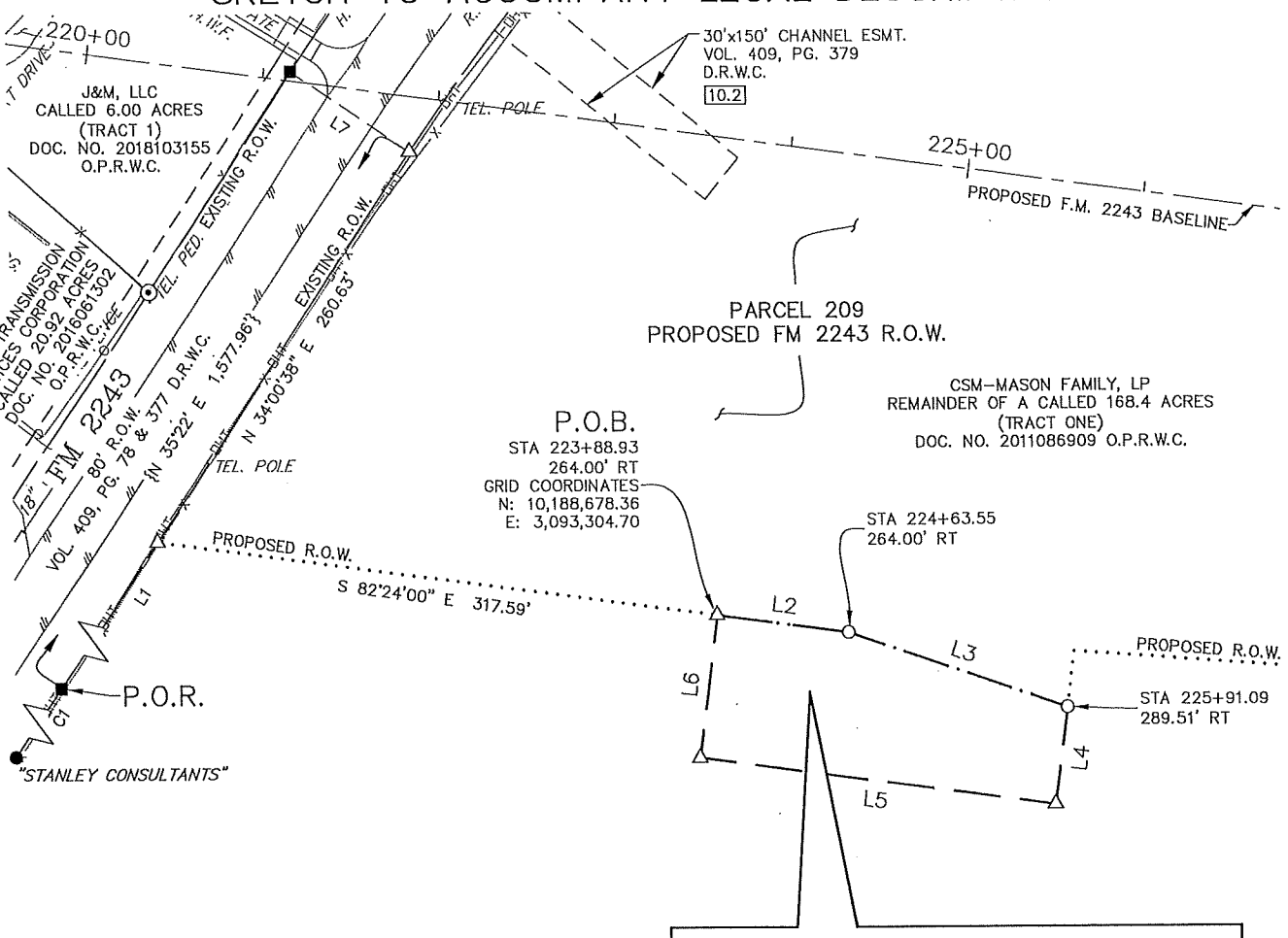
07/20/2023
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	September 20, 2022
Revised:	July 20, 2023
Project Number:	7473-00

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P209D P1_EX1.dwg, 7/20/2023 2:36 PM, Stephen Barger

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

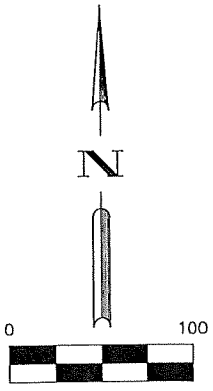


CSM-MASON FAMILY, LP
REMAINDER OF A CALLED 168.4 ACRES
(TRACT ONE)
DOC. NO. 2011086909 O.P.R.W.C.

EASEMENT PARCEL 209D PART 1
0.334 ACRE
14,546 SQUARE FEET

A PORTION OF THE REMAINDER OF A CALLED 168.4 ACRES
(TRACT ONE)
CSM-MASON FAMILY, LP
DOC. NO. 2011086909 O.P.R.W.C.

MILTON HICKS SURVEY, A-287



REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY & ADDED TITLE COMMITMENT INFORMATION

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING EASEMENT PARCEL 209D P1 0.334 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	3 of 4

LEGEND

B.W.F.	BARBED WIRE FENCE
CMP	CORRUGATED METAL PIPE
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ESMT.	EASEMENT
H.W.F.	HOG WIRE FENCE
N.T.S.	NOT TO SCALE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
TEL.	TELEPHONE
VOL.	VOLUME
{ }	RECORD INFO FOR TXDOT FM 2243 R.O.W. MAP DATED MAY 1955 & VOL. 409, PG. 377 D.R.W.C.
■	FOUND TYPE I TXDOT CONCRETE MONUMENT
⊙	FOUND 3/8" IRON PIPE
●	FOUND 1/2" IRON ROD
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——x——	WIRE FENCE
——o——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//——	EDGE OF ASPHALT

GENERAL NOTES:

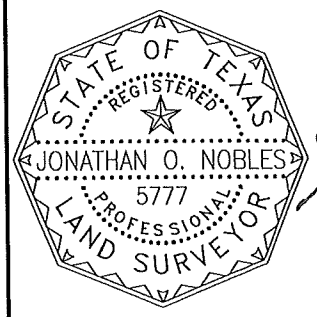
1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-163580, DATED EFFECTIVE JULY 13, 2023 AND ISSUED ON JULY 20, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10.2 A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION AS DESCRIBED IN VOLUME 409, PAGE 379 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2017015559 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



07/20/2023

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 34°00'38" E	1,317.81'
L2	S 82°24'00" E	74.62'
L3	S 71°05'21" E	130.07'
L4	S 07°36'00" W	54.49'
L5	N 82°24'00" W	202.16'
L6	N 07°36'00" E	80.00'
L7	N 55°59'22" W	80.00'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	224.86'	5,769.58'	2°13'59"	S 35°16'39" W	224.85'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
{C1}		{5,769.58'}			

REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY & ADDED TITLE COMMITMENT INFORMATION

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING EASEMENT PARCEL 209D P1 0.334 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	4 of 4

EXHIBIT B-2
TO RULE 11

B.2

EXHIBIT ____

County: Williamson
Parcel: 209D Part 2
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 209D PART 2

METES & BOUNDS DESCRIPTION FOR A 0.099 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 168.4 ACRE TRACT OF LAND AS CONVEYED TO CSM-MASON FAMILY, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2011086909 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.099 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a TXDOT Type I concrete monument found on the south right-of-way line of said FM 2243 (80 feet wide right-of-way) as dedicated by instruments recorded in Volume 409, Page 78 and Volume 409, Page 377, both of the Deed Records of Williamson County, Texas, and on the north line of the above described CSM-Mason remainder Tract; Thence, with the south right-of-way line of said FM 2243 and the north line of said CSM-Mason remainder Tract, along a curve to the left, an arc distance of 750.78 feet, having a radius of 1,105.92 feet, a central angle of 38°53'48" and a chord which bears N 85°29'31" W a distance of 736.45 feet to a set 1/2-inch iron rod with cap stamped "WILCO ROW 5777"; Thence, departing the south right-of-way line of said FM 2243, over and across said CSM-Mason Tract, S 06°29'15" W a distance of 155.54 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,189,231.89, E: 3,093,749.77) for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 343.60 feet left of FM 2243 baseline station 227+56.94;

THENCE, continuing over and across said CSM-Mason Tract, S 83°30'45" E a distance of 13.00 feet to a calculated angle point;

THENCE, continuing over and across said CSM-Mason Tract, S 37°57'23" E a distance of 57.11 feet to a calculated angle point;

THENCE, continuing over and across said CSM-Mason Tract, S 82°24'01" E a distance of 96.29 feet to a calculated point for the northeast corner of the herein described tract;

THENCE, continuing over and across said CSM-Mason Tract, S 07°35'59" W a distance of 20.00 feet to a calculated point for the southeast corner of the herein described tract, 283.86 feet left of FM 2243 baseline station 229+07.00;

THENCE, continuing over and across said CSM-Mason Tract, N 82°24'01" W a distance of 148.90 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the southwest corner of the herein described tract, 283.86 feet left of FM 2243 baseline station 227+58.10;

THENCE, continuing over and across said CSM-Mason Tract, N 06°29'15" E a distance of 59.75 feet to the **POINT OF BEGINNING** and containing 0.099 acre (4,300 square feet) of land, more or less.

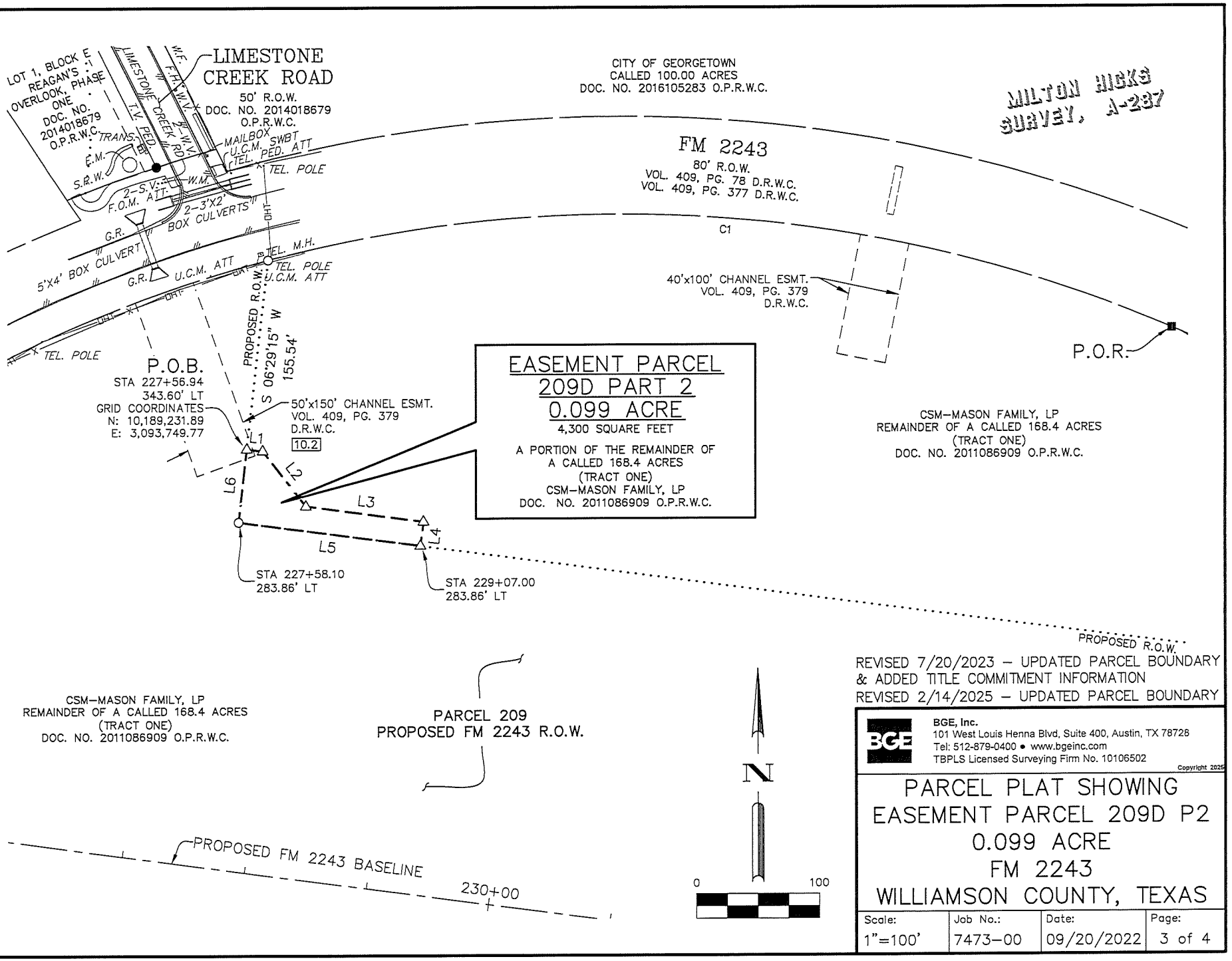
Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

02/14/2025
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106500

Client:	Williamson County
Date:	September 20, 2022
Revised:	February 14, 2025
Project Number:	7473-00



REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY & ADDED TITLE COMMITMENT INFORMATION
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY

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PARCEL PLAT SHOWING
EASEMENT PARCEL 209D P2
0.099 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	3 of 4

\\bgeinc\data\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P209D P2_EX1.dwg, 2/14/2025 2:47 PM, Andrea Hiener

\\bgeinc\data\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P209D P2_EX1.dwg, 2/14/2025 2:47 PM, Andrea Hiener

LEGEND

DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.M.	ELECTRIC METER
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.R.	GUARD RAIL
M.H.	MANHOLE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
S.R.W.	STONE RETAINING WALL
S.V.	SPRINKLER VALVE
TEL.	TELEPHONE
TRANS.	TRANSFORMER
T.V.	TELEVISION
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.M.	WATER METER
W.W.	WATER WELL
{ }	RECORD INFO FOR TXDOT FM 2243 R.O.W. MAP DATED MAY 1955 & VOL. 409, PG. 377 D.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
■	FOUND TYPE I TXDOT CONCRETE MONUMENT
○	SET 1/2-INCH IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——x——	WIRE FENCE
——OHT——	OVERHEAD TELEPHONE
——//——	EDGE OF ASPHALT

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-163580, DATED EFFECTIVE JULY 13, 2023 AND ISSUED ON JULY 20 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10.2 A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION AS DESCRIBED IN VOLUME 409, PAGE 379 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2017015559 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	750.78'	1,105.92'	38°53'48"	N 85°29'31" W	736.45'

RECORD CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
{C1}		{1,105.92'}			

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S 83°30'45" E	13.00'
L2	S 37°57'23" E	57.11'
L3	S 82°24'01" E	96.29'
L4	S 07°35'59" W	20.00'
L5	N 82°24'01" W	148.90'
L6	N 06°29'15" E	59.75'

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. There are no visible encroachments, except as shown hereon.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

02/14/2025

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY & ADDED TITLE COMMITMENT INFORMATION
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY

BGE, Inc.
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TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT SHOWING
EASEMENT PARCEL 209D P2
0.099 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	4 of 4

EXHIBIT C TO RULE 11

C

CAUSE NO. 23-1256-CC5

WILLIAMSON COUNTY, TEXAS **Condemnor**	§	IN THE COUNTY COURT
V.	§	AT LAW NO. 5
CSM-MASON FAMILY, LP **Condemnee**	§	WILLIAMSON COUNTY, TEXAS

PLAINTIFF'S FIRST AMENDED PETITION FOR CONDEMNATION

Williamson County, Texas, identified herein as "Plaintiff" or "Condemnor," files this First Amended Petition seeking condemnation, and in support thereof shows the following:

I.

Discovery in this case shall be conducted pursuant to Level 2 of Rule 190.3 of the Texas Rules of Civil Procedure.

II.

Plaintiff, Williamson County, Texas, is empowered by the legislature and the Constitution of the State of Texas to exercise the right of eminent domain for the purpose of acquiring property according to the Constitution and laws of the State of Texas.

III.

Plaintiff has determined that there exists a public need and necessity to acquire, for the purpose of promoting the public safety in its roadways and the roadways of the State of Texas, and for constructing, reconstructing, widening, and/or maintaining of improvements to the Hero Way/RM 2243 roadway improvements and related public utility adjustments (the "Project"), fee simple title interest in and to approximately 36.029 acres (Parcel 209) of land located in Williamson County, Texas (the "R.O.W") and more

particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated fully herein, excluding all the oil, gas, and sulfur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulfur, of ingress or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same.

Plaintiff has further determined that there exists a public need and necessity to acquire for the completion of the Project, drainage easement interests in and tracts of land land being approximately 0.334 acres (Parcel 209D pt 1) and 0.099 acres (Parcel 209D pt 2) of land located in Williamson County, Texas, (the "Drainage Easements"), and more particularly described by metes and bounds in Exhibit "B," which are attached hereto and incorporated fully herein.

The Drainage Easement interest rights sought to be acquired herein are more particularly described in further detail in the proposed Drainage Easement document as set out in Exhibit "C" attached hereto, and for no other purpose.

Collectively the R.O.W. and Drainage Easements may be referred to herein as the "Property".

IV.

The Property interests referred to in Paragraph III will be used for purposes for which Plaintiff possesses the power of eminent domain, namely, constructing, reconstructing, widening, and/or maintaining the proposed Project improvements and related drainage, utility relocation, driveway access reconnection, and to perform associated public use and purposes, in Williamson County, Texas. Plaintiff has found and determined that it is necessary and convenient to make the above-described improvements on the Property to be acquired, and Plaintiff has found and determined that

it is necessary to acquire fee simple title and/or easement interests in and to the Property, the same to be paid for by Plaintiff, with such property interests thereto vesting in Plaintiff, for the purposes set forth in this paragraph of this Petition, through these proceedings in eminent domain.

V.

The owner of the land referred to in Paragraph III, as far as known to Condemnor, are:

Fee Owner:

CSM-MASON FAMILY, LP
Carolyn D. Meihaus
Registered Agent
7515 Stone Cliff Circle
Austin, Texas 78731

w/ copy to or be serving:

Matt Molash
Shupe Ventura, PLLC
9406 Biscayne Blvd
Dallas, Texas 75218
T: 817-405-9939
E: matt.molash@svlandlaw.com
Attorney for Condemnee

VI.

Condemnor and Condemnee have been unable to agree upon the value of the land and the damages to the remaining property, if any, despite good faith negotiations and a bona fide offer to acquire the property voluntarily from the owner as provided by Texas Property Code Section 21.0113. All fee owners of the property sought to be acquired herein have been provided with a copy of the Landowner's Bill of Rights pursuant to the requirements of Texas Property Code Section 21.0112.

VII.

WHEREFORE, Plaintiff requests the Court to name, designate, and appoint three (3) disinterested property owners residing in Williamson County, Texas, as Special Commissioners, to assess the compensation for this acquisition in accordance with the law. Upon trial of this cause Condemnor requests that it be awarded the property interests sought in the Property, that the amount of compensation be assessed and apportioned if possible, and that Condemnor be granted such other and further relief to which it may be justly entitled.

Respectfully submitted,

SHEETS & CROSSFIELD, PLLC
309 East Main Street
Round Rock, Texas 78664
(512) 255-8877

By: */s/ Erik Cardinell*
Erik Cardinell
SBN: 00796304
erik@scrrlaw.com
Adam Hill
SBN: 24115847
adam@scrrlaw.com
Don Childs
SBN: 00795056
don@scrrlaw.com
ATTORNEYS FOR PLAINTIFF

AMENDED PETITION EXHIBIT A

EXHIBIT ____

County: Williamson
Parcel: 209
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 209

METES & BOUNDS DESCRIPTION FOR A 36.029 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 168.4 ACRE TRACT OF LAND AS CONVEYED TO CSM-MASON FAMILY, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2011086909 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 36.029 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 5/8-inch iron rod found on the curving south right-of-way line of FM 2243 (80 feet wide right-of-way) as dedicated by instruments recorded in Volume 409, Page 78 and Volume 409, Page 377, both of the Deed Records of Williamson County, Texas, at the northeast corner of said CSM-Mason remainder Tract and at the northwest corner of a called 89.41 acre tract of land as conveyed to Amelia Valdez, Anita Martinez and Irene Torrez by Probate Orders recorded in Document Numbers 2012066513 and 2012067088, both of the Official Public Records of Williamson County, Texas, and described in Volume 457, Page 595 of the Deed Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** of the herein described tract, from which a TXDOT Type I concrete monument found on the south right-of-way line of said FM 2243, bears along a curve to the left, an arc distance of 412.62 feet, having a radius of 1,949.86 feet, a central angle of 12°07'29" and a chord which bears N 75°35'18" E a distance of 411.86 feet;

THENCE, with the east line of said CSM-Mason Tract and the west line of said Valdez, Martinez and Torrez Tract, S 21°40'36" E a distance of 303.21 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,188,739.06, E: 3,096,434.97) set for the southeast corner of the herein described tract, 175.00 feet right of FM 2243 baseline station 254+70.53, from which a 1/2-inch iron rod with cap stamped "RJ Surveying" found on the east line of said CSM-Mason Tract, at the southwest corner of said Valdez, Martinez and Torrez Tract, bears S 21°40'36" E a distance of 1,347.02 feet;

THENCE, departing the west line of said Valdez, Martinez and Torrez Tract, over and across said CSM-Mason Tract, S 76°53'04" W a distance of 384.25 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for a point of curvature of a curve to the right, 180.62 feet right of FM 2243 baseline station 250+94.60;

THENCE, continuing over and across said CSM-Mason Tract, along said curve to the right, an arc distance of 1,600.05 feet, having a radius of 5,047.00 feet, a central angle of 18°09'52" and a chord which bears S 85°58'01" W a distance of 1,593.36 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 247.19 feet right of FM 2243 baseline station 235+61.91;

THENCE, continuing over and across said CSM-Mason Tract, N 82°24'00" W a distance of 785.42 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 247.00 feet right of FM 2243 baseline station 227+78.58;

THENCE, continuing over and across said CSM-Mason Tract, N 85°48'08" W a distance of 187.82 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an interior corner of the herein described tract, 258.15 feet right of FM 2243 baseline station 225+91.09;

THENCE, continuing over and across said CSM-Mason Tract, S 07°36'00" W a distance of 31.36 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an exterior corner of the herein described tract, 289.51 feet right of FM 2243 baseline station 225+91.09;

THENCE, continuing over and across said CSM-Mason Tract, N 71°05'21" W a distance of 130.07 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 264.00 feet right of FM 2243 baseline station 224+63.55;

THENCE, continuing over and across said CSM-Mason Tract, N 82°24'00" W a distance of 392.21 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the southeast right-of-way line of said FM 2243 and the northwest line of said CSM-Mason remainder tract, for the southwest corner of the herein described tract, 264.00 feet right of FM 2243 baseline station 220+71.34, from which a TXDOT Type I concrete monument found on the southeast right-of-way of said FM 2243, bears S 34°00'38" W a distance of 1,317.81 feet;

THENCE, with the southeast right-of-way line of said FM 2243 and the northwest line of said CSM-Mason remainder Tract, N 34°00'38" E a distance of 260.65 feet to a calculated point at the beginning of a non-tangent curve to the right;

THENCE, continuing with the southeast right-of-way line of said FM 2243 and the northwest line of said CSM-Mason remainder Tract, along said curve to the right, an arc distance of 792.49 feet, having a radius of 1,105.92 feet, a central angle of 41°03'27" and a chord which bears N 54°31'52" E a distance of 775.64 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the most northerly corner of the herein described tract, 499.12 feet left of FM 2243 baseline station 227+53.92, from which a TXDOT Type I concrete monument found on the south right-of-way line of said FM 2243, bears along a curve to the right an arc distance of 750.78 feet, having a radius of 1,105.92 feet, a central angle of 38°53'48" and a chord which bears S 85°29'31" E a distance of 736.45 feet;

THENCE, departing the southeast right-of-way line of said FM 2243, over and across said CSM-Mason Tract, S 06°29'15" W a distance of 215.29 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an interior corner of the herein described tract, 283.86 feet left of FM 2243 baseline station 227+58.10;

THENCE, continuing over and across said CSM-Mason Tract, S 82°24'01" E a distance of 1,288.63 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the fenced and occupied north line of said CSM-Mason remainder Tract and the south right-of-way line of Georgetown and Leander Public Road (right-of-way varies) (unimproved) (no deed of record found) as referenced in Deed recorded in Volume 147, Page 112 of the Deed Records of Williamson County, Texas, for an angle point, 254.49 feet left of FM 2243 baseline station 240+76.14;

THENCE, with the fenced and occupied north line of said CSM-Mason remainder Tract and the south right-of-way line of said Georgetown and Leander Public Road, S 68°45'06" E a distance of 11.60 feet to an 18-inch cedar fence post found for an angle point, 250.51 feet left of FM 2243 baseline station 240+87.62;

THENCE, continuing with the fenced and occupied north line of said CSM-Mason remainder Tract and the south right-of-way line of said Georgetown and Leander Public Road, S 82°27'50" E a distance of 23.43 feet to a 10-inch cedar fence post found for an angle point, 247.82 feet left of FM 2243 baseline station 241+12.12;

THENCE, continuing with the fenced and occupied north line of said CSM-Mason remainder Tract and the south right-of-way line of said Georgetown and Leander Public Road, S 87°48'47" E a distance of 41.95 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the beginning of a non-tangent curve to the left, 246.63 feet left of FM 2243 baseline station 241+56.28;

THENCE, departing the south right-of-way line of said Georgetown and Leander Public Road, over and across said CSM-Mason Tract, along said curve to the left, an arc distance of 380.49 feet, having a radius of 3,933.00 feet, a central angle of 05°32'35" and a chord which bears S 89°51'04" E a distance of 380.34 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the north line of said CSM-Mason remainder Tract and the south right-of-way line of said FM 2243, for the beginning of a non-tangent curve to the left, 232.47 feet left of FM 2243 baseline station 245+55.54;

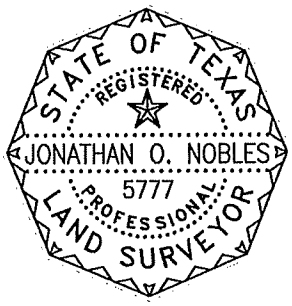
THENCE, with the north line of said CSM-Mason remainder Tract and the south right-of-way line of said FM 2243, along said curve to the left, an arc distance of 139.48 feet, having a radius of 1,472.39 feet, a central angle of 05°25'39" and a chord which bears S 88°43'50" E a distance of 139.42 feet to a TXDOT Type I concrete monument found for an angle point;

THENCE, continuing with the north line of said CSM-Mason remainder Tract and the south right-of-way line of said FM 2243, N 88°35'53" E a distance of 472.90 feet to a TXDOT Type I concrete monument found for the beginning of a non-tangent curve to the left;

THENCE, continuing with the north line of said CSM-Mason remainder Tract and the south right-of-way line of said FM 2243, along said curve to the left, an arc distance of 235.50 feet, having a radius of 1,949.86 feet, a central angle of 06°55'13" and a chord which bears N 85°06'39" E a distance of 235.36 feet to the **POINT OF BEGINNING** and containing 36.029 acres of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

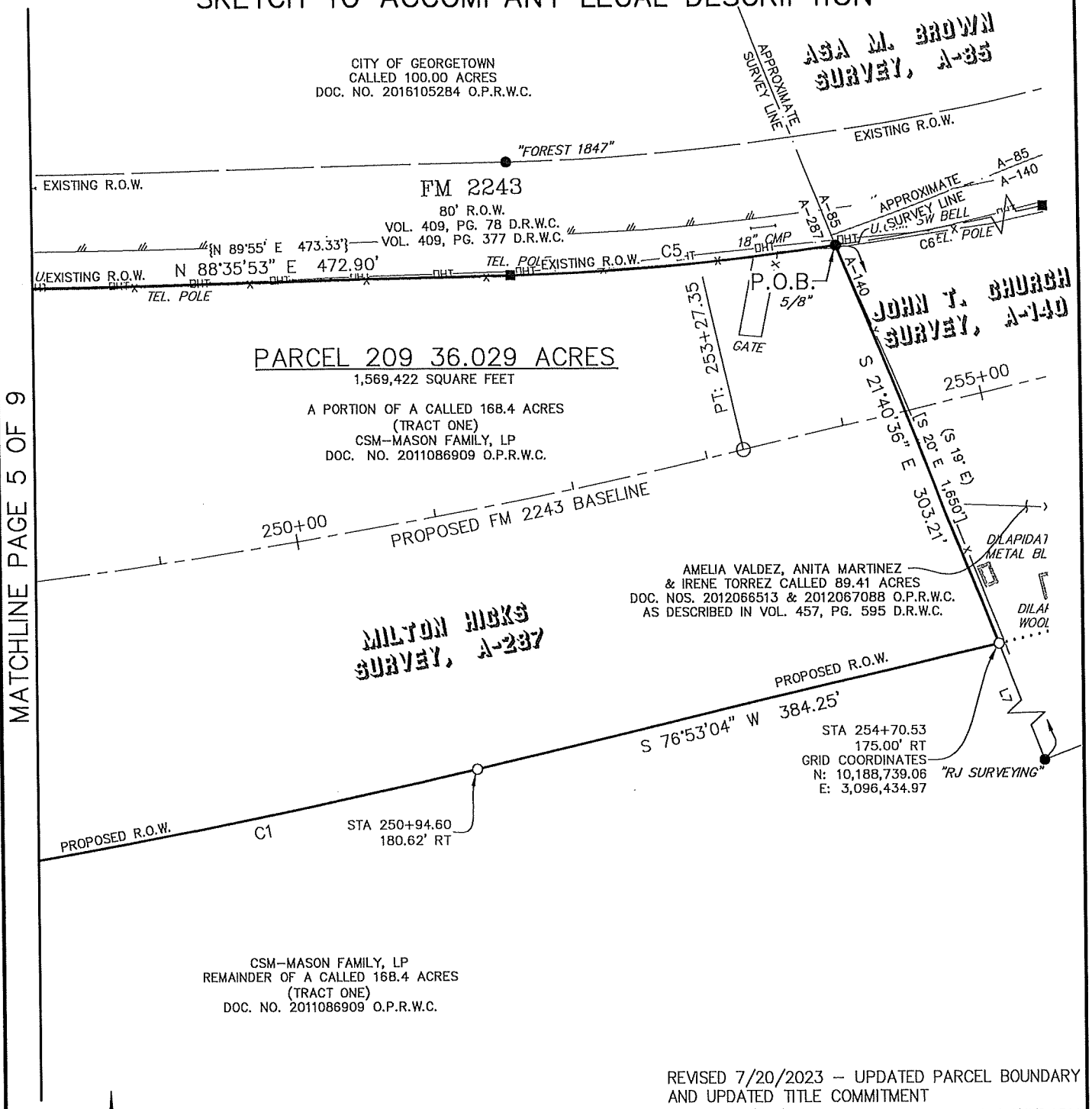


02/14/2025
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106500

Client:	Williamson County
Date:	September 20, 2022
Revised	February 14, 2025
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY AND UPDATED TITLE COMMITMENT
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY

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Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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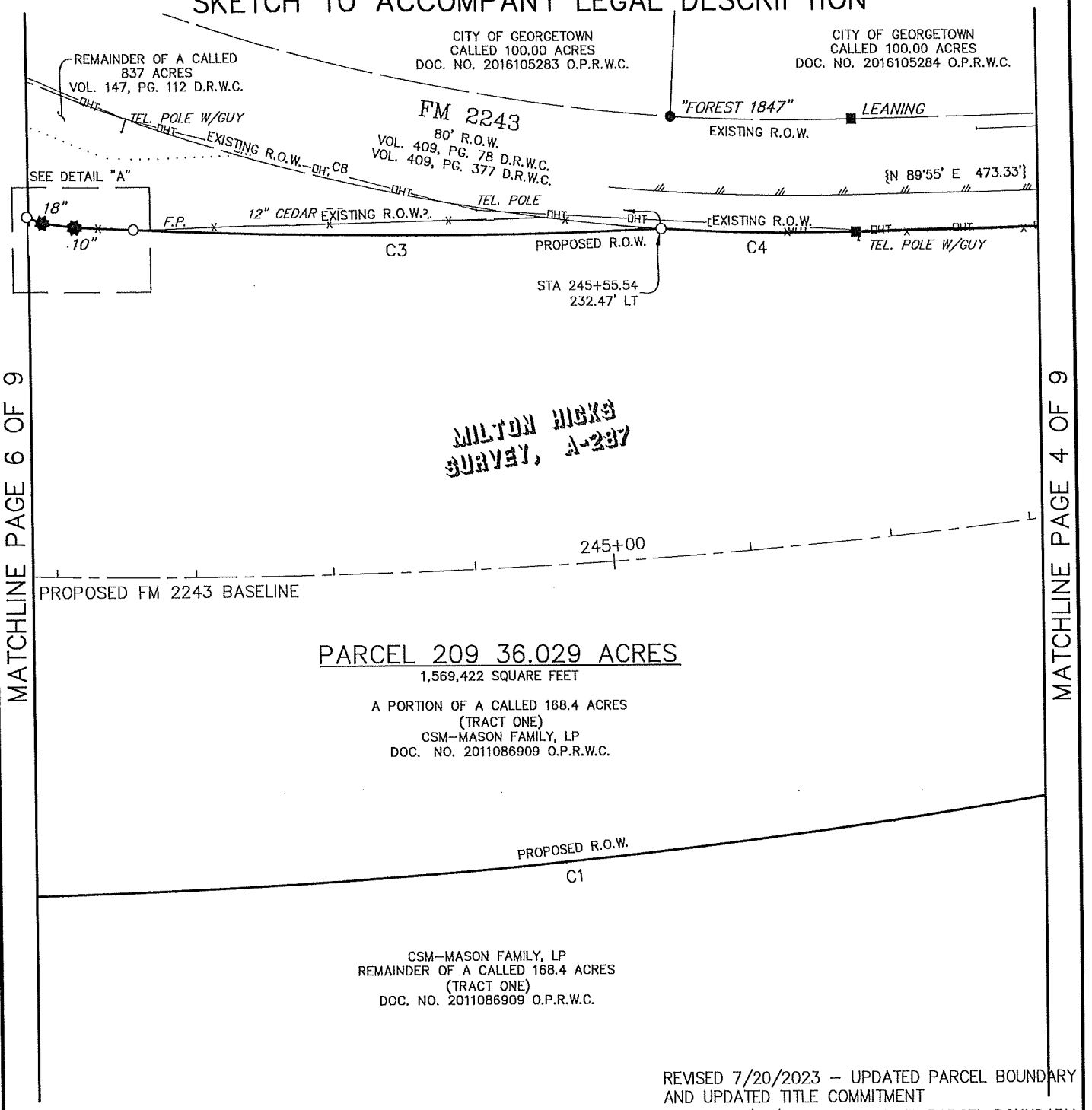
PARCEL PLAT SHOWING PARCEL 209 36.029 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	4 of 10

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

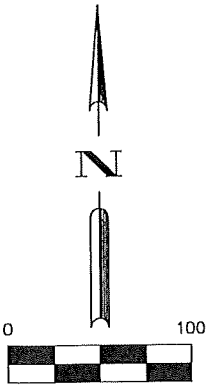


PARCEL 209 36.029 ACRES

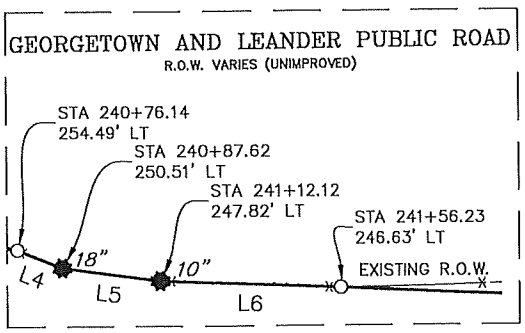
1,569,422 SQUARE FEET

A PORTION OF A CALLED 168.4 ACRES
(TRACT ONE)
CSM-MASON FAMILY, LP
DOC. NO. 2011086909 O.P.R.W.C.

REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY AND UPDATED TITLE COMMITMENT
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY



DETAIL "A" N.T.S.



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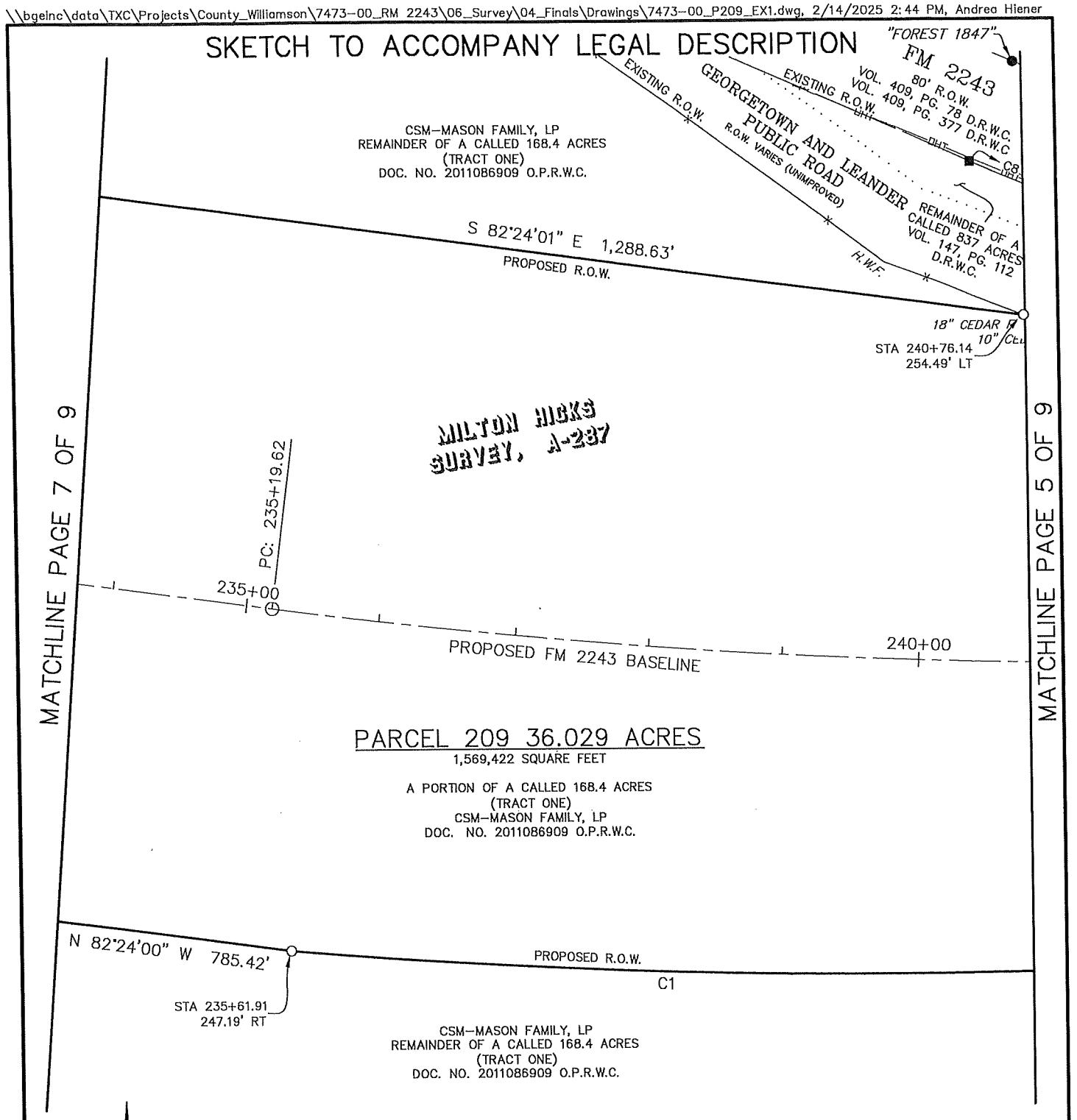
PARCEL PLAT
SHOWING PARCEL 209
36.029 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	5 of 10

\\bgeinc\data\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P209_EX1.dwg, 2/14/2025 2:44 PM, Andrea Hiener

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY AND UPDATED TITLE COMMITMENT
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY

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36.029 ACRES
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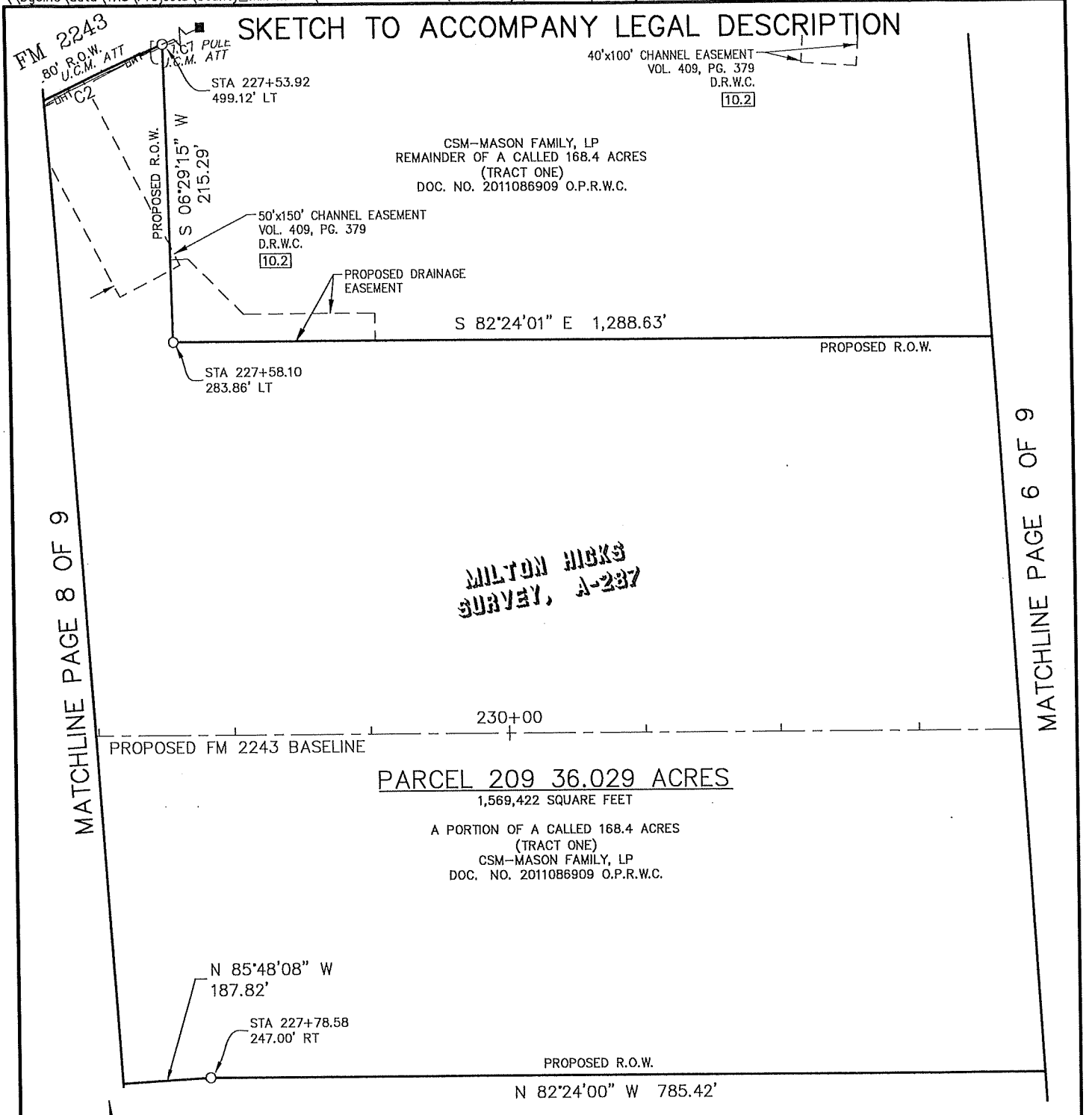
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	6 of 10

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY AND UPDATED TITLE COMMITMENT
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY

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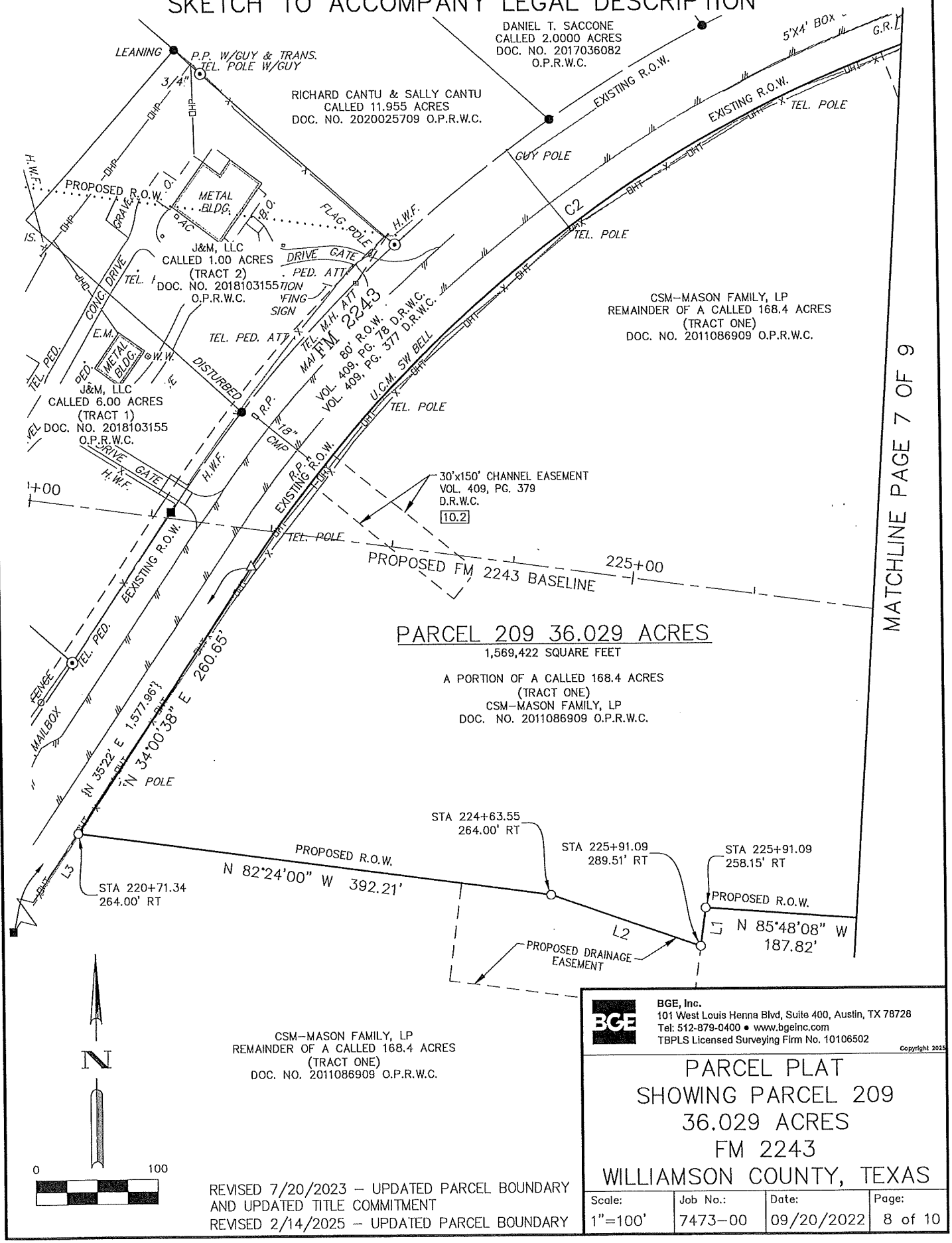
PARCEL PLAT SHOWING PARCEL 209 36.029 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	7 of 10

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY AND UPDATED TITLE COMMITMENT
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY

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PARCEL PLAT SHOWING PARCEL 209 36.029 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	8 of 10

LEGEND

CMP	CORRUGATED METAL PIPE
C.O.	CLEAN OUT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.M.	ELECTRIC METER
F.P.	FENCE POST
M.H.	MANHOLE
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
R.P.	REFLECTOR POST
R.W.	RETAINING WALL
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.W.	WATER WELL
( )	RECORD INFO FOR DOC. NO. 2011086909 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. VOL. 457, PG. 595 D.R.W.C.
{ }	RECORD INFO FOR TXDOT FM 2243 R.O.W. MAP DATED MAY 1955 & VOL. 409, PG. 377 D.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
■	FOUND TDDOT TYPE I CONCRETE MONUMENT
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
✹	CEDAR FENCE POST
⊙	FOUND 3/8" IRON PIPE (UNLESS OTHERWISE NOTED)
——x——	WIRE FENCE
——o——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//——	EDGE OF ASPHALT
10.2	SCHEDULE B ITEM

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	1,600.05'	5,047.00'	18°09'52"	S 85°58'01" W	1,593.36'
C2	792.49'	1,105.92'	41°03'27"	N 54°31'52" E	775.64'
C3	380.49'	3,933.00'	5°32'35"	S 89°51'04" E	380.34'
C4	139.48'	1,472.39'	5°25'39"	S 88°43'50" E	139.42'
C5	235.50'	1,949.86'	6°55'13"	N 85°06'39" E	235.36'
C6	412.62'	1,949.86'	12°07'29"	N 75°35'18" E	411.86'
C7	750.78'	1,105.92'	38°53'48"	S 85°29'31" E	736.45'
C8	511.99'	1,472.39'	19°55'24"	S 76°03'19" E	509.41'

RECORD CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
{C2}		{1,105.92'}			
{C4}		{1,472.39'}			
{C5}		{1,949.86'}			
{C6}		{1,949.86'}			
{C7}		{1,105.92'}			
{C8}		{1,472.39'}			

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S 07°36'00" W	31.36'
L2	N 71°05'21" W	130.07'
L3	S 34°00'38" W	1,317.81'
L4	S 68°45'06" E	11.60'
L5	S 82°27'50" E	23.43'
L6	S 87°48'47" E	41.95'
L7	S 21°40'36" E	1,347.02'

RECORD LINE TABLE

NUMBER	BEARING	DISTANCE
(L6)	(EAST)	

REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY AND UPDATED TITLE COMMITMENT
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY

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PARCEL PLAT
SHOWING PARCEL 209
36.029 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	9 of 10

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-163580, DATED EFFECTIVE JULY 13, 2023 AND ISSUED ON JULY 20, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10.2 A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION AS DESCRIBED IN VOLUME 409, PAGE 379 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2017015559 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

02/14/2025

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY AND UPDATED TITLE COMMITMENT
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY

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PARCEL PLAT
SHOWING PARCEL 209
36.029 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	10 of 10

AMENDED PETITION EXHIBIT B

EXHIBIT ____

County: Williamson
Parcel: 209D Part 1
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 209D PART 1

METES & BOUNDS DESCRIPTION FOR A 0.334 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 168.4 ACRE TRACT OF LAND AS CONVEYED TO CSM-MASON FAMILY, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2011086909 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.334 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a TXDOT Type I concrete monument found on the southeast right-of-way line of FM 2243 (80 feet wide right-of-way) as dedicated by instruments recorded in Volume 409, Page 78 and Volume 409, Page 377, both of the Deed Records of Williamson County, Texas, and the northwest line of the above described CSM-Mason remainder Tract, from which a 1/2-inch iron rod with cap stamped "Stanley Consultants" found on the southeast right-of-way line of said FM 2243, bears along a curve to the right, an arc distance of 224.86 feet, having a radius of 5,769.58 feet, a central angle of 02°13'59" and a chord which bears S 35°16'39" W a distance of 224.85 feet; Thence, with the southeast right-of-way line of said FM 2243 and the northwest line of said CSM-Mason remainder Tract, N 34°00'38" E a distance of 1,317.81 feet to a calculated point; Thence, departing the southeast right-of-way line of said FM 2243, over and across said CSM-Mason Tract, S 82°24'00" E a distance of 317.59 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,188,678.36, E: 3,093,304.70) for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 264.00 feet right of FM 2243 baseline station 223+88.93;

THENCE, continuing over and across said CSM-Mason Tract, S 82°24'00" E a distance of 74.62 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 264.00 feet right of FM 2243 baseline station 224+63.55;

THENCE, continuing over and across said CSM-Mason Tract, S 71°05'21" E a distance of 130.07 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the northeast corner of the herein described tract, 289.51 feet right of FM 2243 baseline station 225+91.09;

THENCE, continuing over and across said CSM-Mason Tract, S 07°36'00" W a distance of 54.49 feet to a calculated point for the southeast corner of the herein described tract;

THENCE, continuing over and across said CSM-Mason Tract, N 82°24'00" W a distance of 202.16 feet to a calculated point for the southwest corner of the herein described tract;

THENCE, continuing over and across said CSM-Mason Tract, N 07°36'00" E a distance of 80.00 feet to the **POINT OF BEGINNING** and containing 0.334 acre (14,546 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

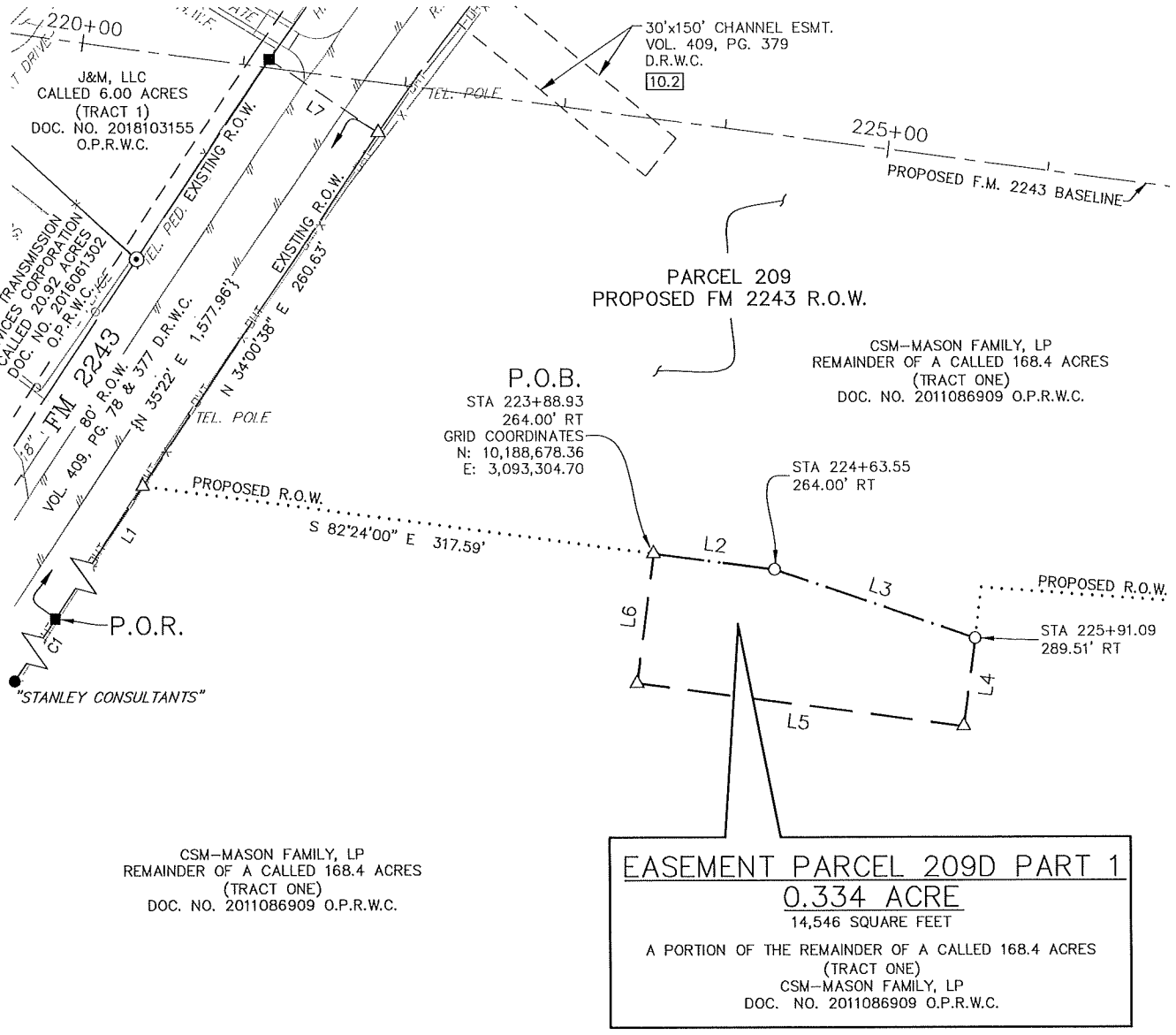
07/20/2023
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	September 20, 2022
Revised:	July 20, 2023
Project Number:	7473-00

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P209D P1_EX1.dwg, 7/20/2023 2:36 PM, Stephen Barger

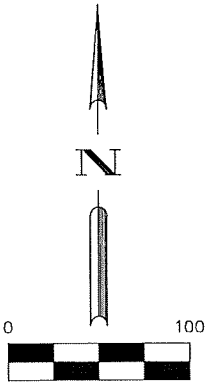
SKETCH TO ACCOMPANY LEGAL DESCRIPTION



EASEMENT PARCEL 209D PART 1
0.334 ACRE
14,546 SQUARE FEET

A PORTION OF THE REMAINDER OF A CALLED 168.4 ACRES
(TRACT ONE)
CSM-MASON FAMILY, LP
DOC. NO. 2011086909 O.P.R.W.C.

MILTON HICKS SURVEY, A-237



REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY & ADDED TITLE COMMITMENT INFORMATION

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PARCEL PLAT SHOWING EASEMENT PARCEL 209D P1 0.334 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	3 of 4

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LEGEND

B.W.F.	BARBED WIRE FENCE
CMP	CORRUGATED METAL PIPE
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ESMT.	EASEMENT
H.W.F.	HOG WIRE FENCE
N.T.S.	NOT TO SCALE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
TEL.	TELEPHONE
VOL.	VOLUME
{ }	RECORD INFO FOR TXDOT FM 2243 R.O.W. MAP DATED MAY 1955 & VOL. 409, PG. 377 D.R.W.C.
■	FOUND TYPE I TXDOT CONCRETE MONUMENT
⊙	FOUND 3/8" IRON PIPE
●	FOUND 1/2" IRON ROD
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——x——	WIRE FENCE
——o——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//——	EDGE OF ASPHALT

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-163580, DATED EFFECTIVE JULY 13, 2023 AND ISSUED ON JULY 20, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10.2 A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION AS DESCRIBED IN VOLUME 409, PAGE 379 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2017015559 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

07/20/2023

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 34°00'38" E	1,317.81'
L2	S 82°24'00" E	74.62'
L3	S 71°05'21" E	130.07'
L4	S 07°36'00" W	54.49'
L5	N 82°24'00" W	202.16'
L6	N 07°36'00" E	80.00'
L7	N 55°59'22" W	80.00'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	224.86'	5,769.58'	2°13'59"	S 35°16'39" W	224.85'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
{C1}		{5,769.58'}			

REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY & ADDED TITLE COMMITMENT INFORMATION

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PARCEL PLAT SHOWING EASEMENT PARCEL 209D P1 0.334 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	4 of 4

EXHIBIT ____

County: Williamson
Parcel: 209D Part 2
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 209D PART 2

METES & BOUNDS DESCRIPTION FOR A 0.099 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 168.4 ACRE TRACT OF LAND AS CONVEYED TO CSM-MASON FAMILY, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2011086909 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.099 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a TXDOT Type I concrete monument found on the south right-of-way line of said FM 2243 (80 feet wide right-of-way) as dedicated by instruments recorded in Volume 409, Page 78 and Volume 409, Page 377, both of the Deed Records of Williamson County, Texas, and on the north line of the above described CSM-Mason remainder Tract; Thence, with the south right-of-way line of said FM 2243 and the north line of said CSM-Mason remainder Tract, along a curve to the left, an arc distance of 750.78 feet, having a radius of 1,105.92 feet, a central angle of 38°53'48" and a chord which bears N 85°29'31" W a distance of 736.45 feet to a set 1/2-inch iron rod with cap stamped "WILCO ROW 5777"; Thence, departing the south right-of-way line of said FM 2243, over and across said CSM-Mason Tract, S 06°29'15" W a distance of 155.54 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,189,231.89, E: 3,093,749.77) for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 343.60 feet left of FM 2243 baseline station 227+56.94;

THENCE, continuing over and across said CSM-Mason Tract, S 83°30'45" E a distance of 13.00 feet to a calculated angle point;

THENCE, continuing over and across said CSM-Mason Tract, S 37°57'23" E a distance of 57.11 feet to a calculated angle point;

THENCE, continuing over and across said CSM-Mason Tract, S 82°24'01" E a distance of 96.29 feet to a calculated point for the northeast corner of the herein described tract;

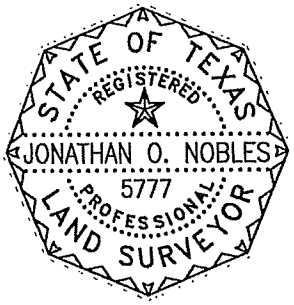
THENCE, continuing over and across said CSM-Mason Tract, S 07°35'59" W a distance of 20.00 feet to a calculated point for the southeast corner of the herein described tract, 283.86 feet left of FM 2243 baseline station 229+07.00;

THENCE, continuing over and across said CSM-Mason Tract, N 82°24'01" W a distance of 148.90 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the southwest corner of the herein described tract, 283.86 feet left of FM 2243 baseline station 227+58.10;

THENCE, continuing over and across said CSM-Mason Tract, N 06°29'15" E a distance of 59.75 feet to the **POINT OF BEGINNING** and containing 0.099 acre (4,300 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

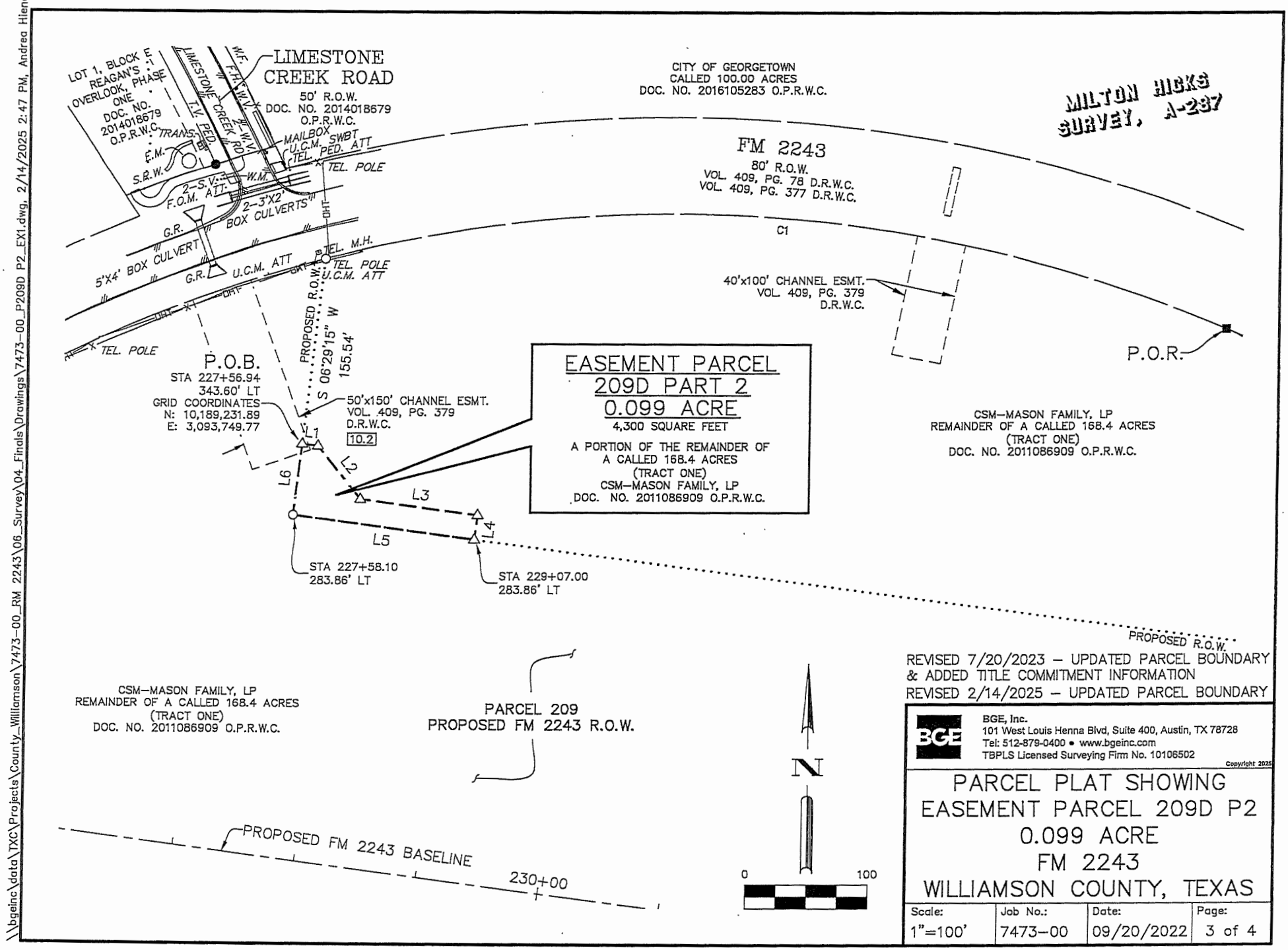
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.



02/14/2025
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106500

Client:	Williamson County
Date:	September 20, 2022
Revised:	February 14, 2025
Project Number:	7473-00



REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY & ADDED TITLE COMMITMENT INFORMATION
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 209D P2
0.099 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	3 of 4

\\bgeinc\data\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P209D P2_EX1.dwg, 2/14/2025 2:47 PM, Andrea Hiener

\\bgeinc\data\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P209D P2_EX1.dwg, 2/14/2025 2:47 PM, Andrea Hiener

LEGEND

DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.M.	ELECTRIC METER
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.R.	GUARD RAIL
M.H.	MANHOLE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
S.R.W.	STONE RETAINING WALL
S.V.	SPRINKLER VALVE
TEL.	TELEPHONE
TRANS.	TRANSFORMER
T.V.	TELEVISION
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.M.	WATER METER
W.W.	WATER WELL
{ }	RECORD INFO FOR TXDOT FM 2243 R.O.W. MAP DATED MAY 1955 & VOL. 409, PG. 377 D.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
■	FOUND TYPE I TXDOT CONCRETE MONUMENT
○	SET 1/2-INCH IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——x——	WIRE FENCE
——OHT——	OVERHEAD TELEPHONE
——//——	EDGE OF ASPHALT

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-163580, DATED EFFECTIVE JULY 13, 2023 AND ISSUED ON JULY 20 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10.2 A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION AS DESCRIBED IN VOLUME 409, PAGE 379 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2017015559 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	750.78'	1,105.92'	38°53'48"	N 85°29'31" W	736.45'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
{C1}		{1,105.92'}			

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 83°30'45" E	13.00'
L2	S 37°57'23" E	57.11'
L3	S 82°24'01" E	96.29'
L4	S 07°35'59" W	20.00'
L5	N 82°24'01" W	148.90'
L6	N 06°29'15" E	59.75'

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. There are no visible encroachments, except as shown hereon.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

02/14/2025

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY & ADDED TITLE COMMITMENT INFORMATION
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
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TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT SHOWING EASEMENT PARCEL 209D P2
0.099 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	4 of 4

AMENDED PETITION EXHIBIT C

NONEXCLUSIVE DRAINAGE EASEMENT
Hero Way

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That **CSM-MASON FAMILY, LP** ("Grantor"), under threat of a pending condemnation proceeding and in partial settlement of such proceeding, without warranty of title, and subject to the exceptions, reservations, and limitations herein, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor, receipt of which consideration is hereby acknowledged, grants and conveys to **WILLIAMSON COUNTY, TEXAS** ("Grantee") and its Permitted Assigns (as defined below) a nonexclusive, perpetual easement interest in, on, over, upon and across the following property (the "Easement Areas"):

Part One
All of that certain 0.334-acre tract of land out of the Milton Hicks Survey, Abstract No. 287, Williamson County, Texas, being further described by metes and bounds in Exhibit "B-1" attached hereto and incorporated herein (Parcel 209D1); and

Part Two
All of that certain 0.099-acre tract of land out of the Milton Hicks Survey, Abstract No. 287, Williamson County, Texas, being further described by metes and bounds in Exhibit "B-2" attached hereto and incorporated herein (Parcel 209D2); and

The easement rights herein granted shall be used solely for the purposes of: (i) opening, constructing, and maintaining a permanent drainage way and/or channel, along with any related structures, pipes and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities across, upon, in, and along the Easement Areas; and (ii) the right and privilege at all times of the Grantee and Grantee's agents, employees, and representatives of ingress and egress across the Easement Areas for the purpose of making any improvements, modifications or repairs which Grantee deems necessary and related to the purposes set forth in (i) above.

The easement rights herein granted shall also include the right of Grantee to trim, cut, fell and remove from the Easement Areas all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Easement Areas, but only such as necessary to carry out the purposes of the easement rights set out above.

Grantor reserves to itself and its successors and assigns all rights to make use of the Easement Areas that do not unreasonably interfere with the easement rights and purposes granted to Grantee herein. Without limiting the foregoing, Grantor can cross the Easement Areas with

driveways, roads, sidewalks, alleys, trails and utilities and install other improvements that do not unreasonably interfere with the easement rights and purposes granted to Grantee herein, all subject to Grantee's approval, which approval will not be unreasonably conditioned, delayed, or denied.

GRANTEE REPRESENTS AND AGREES THAT GRANTEE IS TAKING ITS RIGHTS IN THE EASEMENT AREAS "AS IS, WHERE IS AND WITH ALL FAULTS" AND WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EASEMENT PROPERTY, GRANTOR'S REMAINING PROPERTY, OR ACCESS THERETO, WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE. GRANTEE DISCLAIMS ANY WARRANTIES AND REPRESENTATIONS, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE, REGARDING THE SUITABILITY OF THE EASEMENT PROPERTY FOR GRANTEE'S INTENDED USES, AND GRANTEE REPRESENTS AND WARRANTS TO GRANTOR THAT GRANTEE IS RELYING SOLELY ON ITS OWN INDEPENDENT INSPECTIONS TO DETERMINE SUCH SUITABILITY. Grantee expressly acknowledges and agrees that: (i) dangerous conditions, risks and hazards may exist on the Easement Areas, including, but not limited to uneven terrain, holes, snakes, dangerous wildlife, trespassers, and livestock; and (ii) entry on to the Easement Areas exposes Grantee and Grantee's agents, representatives, employees, contractors, and subcontractors and property, to the dangers and perils associated thereon including personal injury, property damage, and even death. Prior to commencing any work on, in, under, and/or through the Easement Areas, Grantee shall complete a proper inspection and survey to locate all existing pipelines, oil and gas infrastructure, utilities, and all other surface and subsurface improvements (collectively "Other Facilities") in or near the Easement Areas and to avoid any interference with such Other Facilities. Without limiting the foregoing, Grantee waives all claims against Grantor for any unknown or subsurface conditions and assumes liability therefor.

To the extent allowed by law, Grantee shall indemnify Grantor, and Grantor's partners, representatives, successors, and assigns, against any loss and damage which shall be caused by the exercise of the easement rights herein granted and for any wrongful or negligent act or omission of Grantee's agents or Grantee's employees acting in the course of their employment with Grantee. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted scope of this easement.

Grantee may assign this easement agreement to the State of Texas or to any other governmental entity that will operate and maintain the drainage improvements permitted by this Easement Agreement ("Permitted Assigns"), provided, however, any such assignment will not relieve Grantee of any responsibility for acts or omissions occurring before such assignment. By accepting an assignment of this Easement Agreement, the assignees agree to be bound by the terms of this Easement Agreement.

This grant is made without warranty of title of any kind (express, implied, statutory, or arising by use of any word or phrase) and is made subject to: (i) any easements, restrictions,

reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Easement Areas; and (ii) visible and apparent encumbrances whether or not of record. The easement rights granted to Grantee herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the Easement Areas that unreasonably interfere with the purpose or function of any improvements or modifications placed in the Easement Areas in accordance with the terms of this Easement Agreement or the maintenance of the surface of the Easement Areas by Grantor for the conveyance of stormwater drainage in accordance with the terms of this Easement Agreement, without the express written consent of Grantee, which consent shall not be unreasonably withheld, delayed, or conditioned.

EXECUTED on this the ___ day of _____, 2025.

GRANTOR CSM-MASON FAMILY, LP

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 202___ by {name}, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

GRANTEE WILLIAMSON COUNTY, TEXAS

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 202___ by {name}, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

EXHIBIT ____

County: Williamson
Parcel: 209D Part 1
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 209D PART 1

METES & BOUNDS DESCRIPTION FOR A 0.334 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 168.4 ACRE TRACT OF LAND AS CONVEYED TO CSM-MASON FAMILY, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2011086909 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.334 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a TXDOT Type I concrete monument found on the southeast right-of-way line of FM 2243 (80 feet wide right-of-way) as dedicated by instruments recorded in Volume 409, Page 78 and Volume 409, Page 377, both of the Deed Records of Williamson County, Texas, and the northwest line of the above described CSM-Mason remainder Tract, from which a 1/2-inch iron rod with cap stamped "Stanley Consultants" found on the southeast right-of-way line of said FM 2243, bears along a curve to the right, an arc distance of 224.86 feet, having a radius of 5,769.58 feet, a central angle of 02°13'59" and a chord which bears S 35°16'39" W a distance of 224.85 feet; Thence, with the southeast right-of-way line of said FM 2243 and the northwest line of said CSM-Mason remainder Tract, N 34°00'38" E a distance of 1,317.81 feet to a calculated point; Thence, departing the southeast right-of-way line of said FM 2243, over and across said CSM-Mason Tract, S 82°24'00" E a distance of 317.59 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,188,678.36, E: 3,093,304.70) for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 264.00 feet right of FM 2243 baseline station 223+88.93;

THENCE, continuing over and across said CSM-Mason Tract, S 82°24'00" E a distance of 74.62 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 264.00 feet right of FM 2243 baseline station 224+63.55;

THENCE, continuing over and across said CSM-Mason Tract, S 71°05'21" E a distance of 130.07 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the northeast corner of the herein described tract, 289.51 feet right of FM 2243 baseline station 225+91.09;

THENCE, continuing over and across said CSM-Mason Tract, S 07°36'00" W a distance of 54.49 feet to a calculated point for the southeast corner of the herein described tract;

THENCE, continuing over and across said CSM-Mason Tract, N 82°24'00" W a distance of 202.16 feet to a calculated point for the southwest corner of the herein described tract;

THENCE, continuing over and across said CSM-Mason Tract, N 07°36'00" E a distance of 80.00 feet to the **POINT OF BEGINNING** and containing 0.334 acre (14,546 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

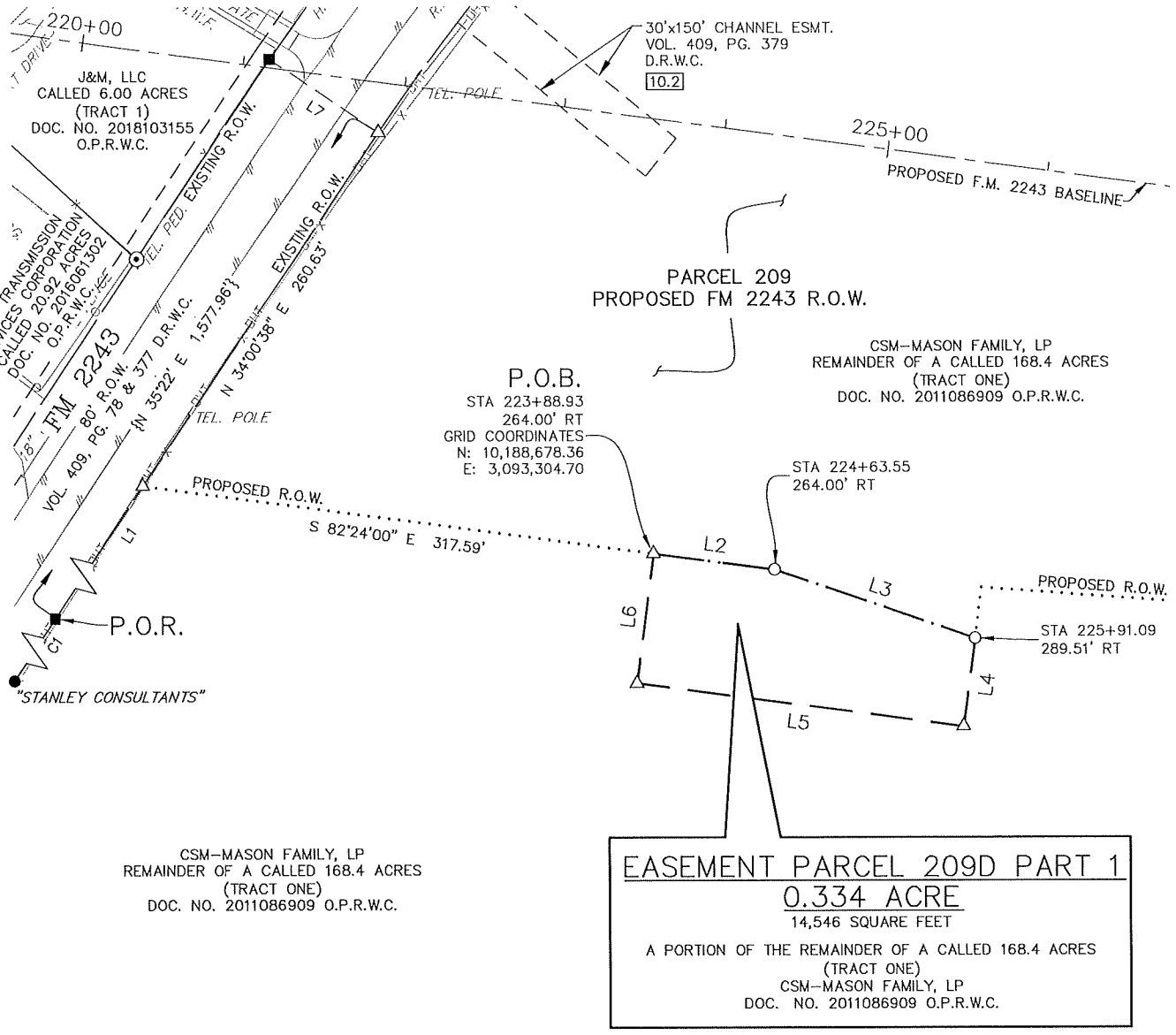
07/20/2023
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	September 20, 2022
Revised:	July 20, 2023
Project Number:	7473-00

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P209D P1_EX1.dwg, 7/20/2023 2:36 PM, Stephen Barger

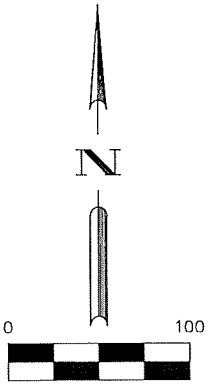
SKETCH TO ACCOMPANY LEGAL DESCRIPTION



EASEMENT PARCEL 209D PART 1
0.334 ACRE
14,546 SQUARE FEET

A PORTION OF THE REMAINDER OF A CALLED 168.4 ACRES
(TRACT ONE)
CSM-MASON FAMILY, LP
DOC. NO. 2011086909 O.P.R.W.C.

MILTON HICKS SURVEY, A-237



REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY & ADDED TITLE COMMITMENT INFORMATION

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Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING EASEMENT PARCEL 209D P1 0.334 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	3 of 4

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LEGEND

B.W.F.	BARBED WIRE FENCE
CMP	CORRUGATED METAL PIPE
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ESMT.	EASEMENT
H.W.F.	HOG WIRE FENCE
N.T.S.	NOT TO SCALE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
TEL.	TELEPHONE
VOL.	VOLUME
{ }	RECORD INFO FOR TXDOT FM 2243 R.O.W. MAP DATED MAY 1955 & VOL. 409, PG. 377 D.R.W.C.
■	FOUND TYPE I TXDOT CONCRETE MONUMENT
⊙	FOUND 3/8" IRON PIPE
●	FOUND 1/2" IRON ROD
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——x——	WIRE FENCE
——o——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//——	EDGE OF ASPHALT

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-163580, DATED EFFECTIVE JULY 13, 2023 AND ISSUED ON JULY 20, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10.2 A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION AS DESCRIBED IN VOLUME 409, PAGE 379 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2017015559 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

07/20/2023

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 34°00'38" E	1,317.81'
L2	S 82°24'00" E	74.62'
L3	S 71°05'21" E	130.07'
L4	S 07°36'00" W	54.49'
L5	N 82°24'00" W	202.16'
L6	N 07°36'00" E	80.00'
L7	N 55°59'22" W	80.00'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	224.86'	5,769.58'	2°13'59"	S 35°16'39" W	224.85'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
{C1}		{5,769.58'}			

REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY & ADDED TITLE COMMITMENT INFORMATION

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT SHOWING EASEMENT PARCEL 209D P1 0.334 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	4 of 4

EXHIBIT ____

County: Williamson
Parcel: 209D Part 2
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 209D PART 2

METES & BOUNDS DESCRIPTION FOR A 0.099 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 168.4 ACRE TRACT OF LAND AS CONVEYED TO CSM-MASON FAMILY, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2011086909 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.099 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a TXDOT Type I concrete monument found on the south right-of-way line of said FM 2243 (80 feet wide right-of-way) as dedicated by instruments recorded in Volume 409, Page 78 and Volume 409, Page 377, both of the Deed Records of Williamson County, Texas, and on the north line of the above described CSM-Mason remainder Tract; Thence, with the south right-of-way line of said FM 2243 and the north line of said CSM-Mason remainder Tract, along a curve to the left, an arc distance of 750.78 feet, having a radius of 1,105.92 feet, a central angle of 38°53'48" and a chord which bears N 85°29'31" W a distance of 736.45 feet to a set 1/2-inch iron rod with cap stamped "WILCO ROW 5777"; Thence, departing the south right-of-way line of said FM 2243, over and across said CSM-Mason Tract, S 06°29'15" W a distance of 155.54 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,189,231.89, E: 3,093,749.77) for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 343.60 feet left of FM 2243 baseline station 227+56.94;

THENCE, continuing over and across said CSM-Mason Tract, S 83°30'45" E a distance of 13.00 feet to a calculated angle point;

THENCE, continuing over and across said CSM-Mason Tract, S 37°57'23" E a distance of 57.11 feet to a calculated angle point;

THENCE, continuing over and across said CSM-Mason Tract, S 82°24'01" E a distance of 96.29 feet to a calculated point for the northeast corner of the herein described tract;

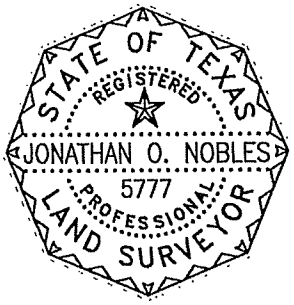
THENCE, continuing over and across said CSM-Mason Tract, S 07°35'59" W a distance of 20.00 feet to a calculated point for the southeast corner of the herein described tract, 283.86 feet left of FM 2243 baseline station 229+07.00;

THENCE, continuing over and across said CSM-Mason Tract, N 82°24'01" W a distance of 148.90 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the southwest corner of the herein described tract, 283.86 feet left of FM 2243 baseline station 227+58.10;

THENCE, continuing over and across said CSM-Mason Tract, N 06°29'15" E a distance of 59.75 feet to the **POINT OF BEGINNING** and containing 0.099 acre (4,300 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

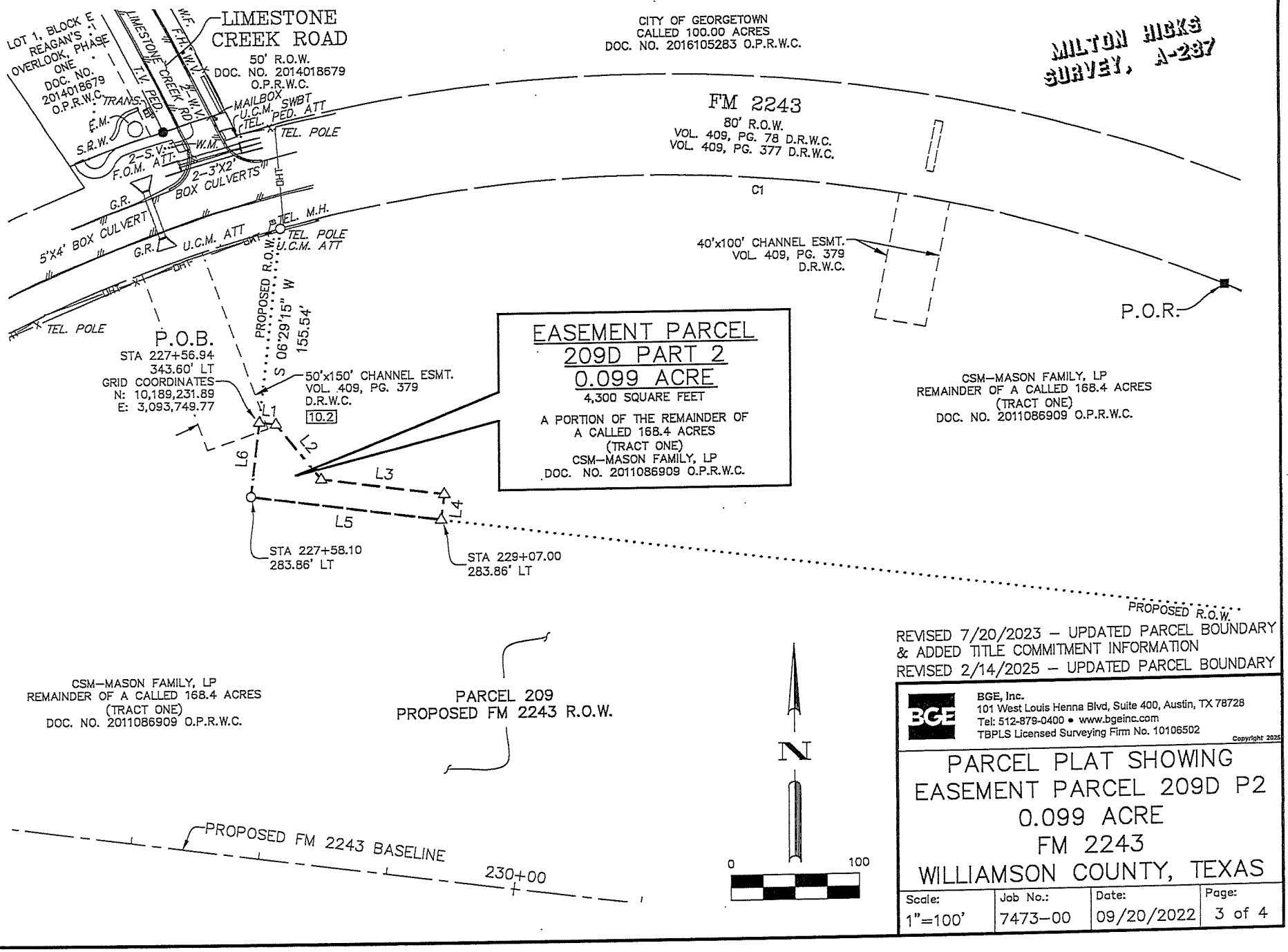
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.



02/14/2025
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106500

Client:	Williamson County
Date:	September 20, 2022
Revised:	February 14, 2025
Project Number:	7473-00



REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY & ADDED TITLE COMMITMENT INFORMATION
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY

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PARCEL PLAT SHOWING
EASEMENT PARCEL 209D P2
0.099 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	3 of 4

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LEGEND

DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.M.	ELECTRIC METER
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.R.	GUARD RAIL
M.H.	MANHOLE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
S.R.W.	STONE RETAINING WALL
S.V.	SPRINKLER VALVE
TEL.	TELEPHONE
TRANS.	TRANSFORMER
T.V.	TELEVISION
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.M.	WATER METER
W.W.	WATER WELL
{ }	RECORD INFO FOR TXDOT FM 2243 R.O.W. MAP DATED MAY 1955 & VOL. 409, PG. 377 D.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
■	FOUND TYPE I TXDOT CONCRETE MONUMENT
○	SET 1/2-INCH IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——x——	WIRE FENCE
——OHT——	OVERHEAD TELEPHONE
——//——	EDGE OF ASPHALT

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-163580, DATED EFFECTIVE JULY 13, 2023 AND ISSUED ON JULY 20 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10.2 A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION AS DESCRIBED IN VOLUME 409, PAGE 379 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2017015559 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	750.78'	1,105.92'	38°53'48"	N 85°29'31" W	736.45'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
{C1}		{1,105.92'}			

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 83°30'45" E	13.00'
L2	S 37°57'23" E	57.11'
L3	S 82°24'01" E	96.29'
L4	S 07°35'59" W	20.00'
L5	N 82°24'01" W	148.90'
L6	N 06°29'15" E	59.75'

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. There are no visible encroachments, except as shown hereon.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

02/14/2025

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY & ADDED TITLE COMMITMENT INFORMATION
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY

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PARCEL PLAT SHOWING EASEMENT PARCEL 209D P2
0.099 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	4 of 4

EXHIBIT D TO RULE 11

CAUSE NO. 23-1256-CC5

WILLIAMSON COUNTY, TEXAS **Condemnor**	§ IN THE COUNTY COURT §
V.	§ AT LAW NO. FIVE
CSM-MASON FAMILY, LP **Condemnee**	§ § WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGMENT

The parties to this lawsuit have agreed to compromise and settle the issues in this lawsuit and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE **ORDERED, ADJUDGED, AND DECREED** that fee simple interest in approximately 36.029 acres of land in Williamson County, Texas, said property being more particularly described by metes and bounds in Exhibit "A" which exhibit is attached hereto and incorporated herein for all purposes, be and hereby is vested in and to **WILLIAMSON COUNTY, TEXAS** for constructing, reconstructing, realigning, widening, and/or maintaining improvements to the Hero Way roadway improvement project, and to perform associated public use and purposes.

It is further **ORDERED, ADJUDGED, AND DECREED** that drainage easement interests in approximately 0.334 acres (Parcel 209D pt 1) and 0.099 acres (Parcel 209D pt 2) of land in Williamson County, Texas, said property being more particularly described by metes and bounds in Exhibits "B-1" and "B-2" (which exhibits are attached hereto and incorporated herein for all purposes), be and hereby is vested in and to **WILLIAMSON COUNTY, TEXAS**, on the terms described in Exhibit "C" (which exhibit is attached hereto and incorporated herein for all purposes)

for constructing, reconstructing, realigning, widening, and/or maintaining improvements to the drainage easement interest rights described in Exhibit C.

It is further **ORDERED, ADJUDGED, AND DECREED** that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including claims for compensation for both the property interests to be acquired and damages (if any) to any remaining property of **CSM-MASON FAMILY, LP** ("CSM"), that CSM shall recover from **WILLIAMSON COUNTY, TEXAS** the total sum of **SEVEN MILLION SIX HUNDRED THREE THOUSAND TWO HUNDRED AND THIRTY-NINE AND NO/100 DOLLARS ($7,603,239.00)**.

It is further **ORDERED, ADJUDGED, AND DECREED** that on November 17, 2023, an Award of Special Commissioners was filed with the court in the amount of **THREE MILLION TWO HUNDRED SEVENTY-FIVE THOUSAND FIFTY-FIVE and No/100** ($3,275,055.00) and the parties agree that the additional sum of **FOUR MILLION THREE HUNDRED TWENTY-EIGHT THOUSAND ONE HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS ($4,328,184.00)** has **NOT** been deposited with the court pursuant to the written Award of Special Commissioners, leaving a total balance due from **WILLIAMSON COUNTY, TEXAS** to **CSM** of **FOUR MILLION THREE HUNDRED TWENTY-EIGHT THOUSAND ONE HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS ($4,328,184.00)**, and such remaining balance shall be paid by **WILLIAMSON COUNTY, TEXAS** to **CSM-MASON FAMILY, LP** by check or warrant made payable to **CSM-MASON FAMILY, LP** and made available for pick-up by **CSM-MASON FAMILY, LP** or its attorney of record in this case no later than sixty (60) days of execution and entry of this Final Agreed Judgment to avoid paying interest. If the remaining balance of **FOUR MILLION THREE HUNDRED TWENTY-EIGHT**

THOUSAND ONE HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS ($4,328,184.00) is not paid within (60) days of execution and entry of this Agreed Final Judgment, then the post-judgment interest at the statutory rate will accrue on the unpaid balance until paid.

It is further **ORDERED, ADJUDGED, AND DECREED** that the Clerk of the Court shall immediately remit to **CSM-MASON FAMILY, LP** the funds deposited into the registry of the Court in this case by Williamson County, Texas in the sum of **THREE MILLION TWO HUNDRED SEVENTY-FIVE THOUSAND FIFTY-FIVE and No/100 ($3,275,055.00), plus any interest earned on that amount, and less any administrative fee charge by the Clerk in connection with the distribution of such funds**, by making a check in the foregoing amount available for pick-up by **CSM-MASON FAMILY, LP** or its attorney of record in this case.

Williamson County, Texas discloses that CSM, or CSM's successors, or assigns, may in the future have the repurchase rights provided for in Texas Property Code Chapter 21, Subchapter E.

It is further **ORDERED, ADJUDGED, AND DECREED** that all costs be assessed against Condemnor.

This Agreed Final Judgment fully and finally disposes of all claims, parties, and issues in this lawsuit.

SIGNED this _____ day of April 2025.

_____
Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ *Erik L. Cardinell*
Adam H. Hill
State Bar No. 24115847
adam@scrrlaw.com
Erik Cardinell
State Bar No. 00796304
erik@scrrlaw.com
(512) 255-8877
(512) 255-8986 (fax)
Sheets & Crossfield, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
Attorneys for Condemnor

AGREED AS TO SUBSTANCE AND FORM:

/s/
R. Matthew Molash
State Bar No. 14255300
T: 817-405-9939
E: Matt.molash@svlandlaw.com
of SHUPE VENTURA, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218
Attorney for CSM-Mason Family, LP

WILLIAMSON COUNTY

_____

County Judge

AGREED JUDGMENT
EXHIBIT A

EXHIBIT ____

County: Williamson
Parcel: 209
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 209

METES & BOUNDS DESCRIPTION FOR A 36.029 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 168.4 ACRE TRACT OF LAND AS CONVEYED TO CSM-MASON FAMILY, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2011086909 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 36.029 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 5/8-inch iron rod found on the curving south right-of-way line of FM 2243 (80 feet wide right-of-way) as dedicated by instruments recorded in Volume 409, Page 78 and Volume 409, Page 377, both of the Deed Records of Williamson County, Texas, at the northeast corner of said CSM-Mason remainder Tract and at the northwest corner of a called 89.41 acre tract of land as conveyed to Amelia Valdez, Anita Martinez and Irene Torrez by Probate Orders recorded in Document Numbers 2012066513 and 2012067088, both of the Official Public Records of Williamson County, Texas, and described in Volume 457, Page 595 of the Deed Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** of the herein described tract, from which a TXDOT Type I concrete monument found on the south right-of-way line of said FM 2243, bears along a curve to the left, an arc distance of 412.62 feet, having a radius of 1,949.86 feet, a central angle of 12°07'29" and a chord which bears N 75°35'18" E a distance of 411.86 feet;

THENCE, with the east line of said CSM-Mason Tract and the west line of said Valdez, Martinez and Torrez Tract, S 21°40'36" E a distance of 303.21 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,188,739.06, E: 3,096,434.97) set for the southeast corner of the herein described tract, 175.00 feet right of FM 2243 baseline station 254+70.53, from which a 1/2-inch iron rod with cap stamped "RJ Surveying" found on the east line of said CSM-Mason Tract, at the southwest corner of said Valdez, Martinez and Torrez Tract, bears S 21°40'36" E a distance of 1,347.02 feet;

THENCE, departing the west line of said Valdez, Martinez and Torrez Tract, over and across said CSM-Mason Tract, S 76°53'04" W a distance of 384.25 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for a point of curvature of a curve to the right, 180.62 feet right of FM 2243 baseline station 250+94.60;

THENCE, continuing over and across said CSM-Mason Tract, along said curve to the right, an arc distance of 1,600.05 feet, having a radius of 5,047.00 feet, a central angle of 18°09'52" and a chord which bears S 85°58'01" W a distance of 1,593.36 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 247.19 feet right of FM 2243 baseline station 235+61.91;

THENCE, continuing over and across said CSM-Mason Tract, N 82°24'00" W a distance of 785.42 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 247.00 feet right of FM 2243 baseline station 227+78.58;

THENCE, continuing over and across said CSM-Mason Tract, N 85°48'08" W a distance of 187.82 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an interior corner of the herein described tract, 258.15 feet right of FM 2243 baseline station 225+91.09;

THENCE, continuing over and across said CSM-Mason Tract, S 07°36'00" W a distance of 31.36 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an exterior corner of the herein described tract, 289.51 feet right of FM 2243 baseline station 225+91.09;

THENCE, continuing over and across said CSM-Mason Tract, N 71°05'21" W a distance of 130.07 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 264.00 feet right of FM 2243 baseline station 224+63.55;

THENCE, continuing over and across said CSM-Mason Tract, N 82°24'00" W a distance of 392.21 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the southeast right-of-way line of said FM 2243 and the northwest line of said CSM-Mason remainder tract, for the southwest corner of the herein described tract, 264.00 feet right of FM 2243 baseline station 220+71.34, from which a TXDOT Type I concrete monument found on the southeast right-of-way of said FM 2243, bears S 34°00'38" W a distance of 1,317.81 feet;

THENCE, with the southeast right-of-way line of said FM 2243 and the northwest line of said CSM-Mason remainder Tract, N 34°00'38" E a distance of 260.65 feet to a calculated point at the beginning of a non-tangent curve to the right;

THENCE, continuing with the southeast right-of-way line of said FM 2243 and the northwest line of said CSM-Mason remainder Tract, along said curve to the right, an arc distance of 792.49 feet, having a radius of 1,105.92 feet, a central angle of 41°03'27" and a chord which bears N 54°31'52" E a distance of 775.64 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the most northerly corner of the herein described tract, 499.12 feet left of FM 2243 baseline station 227+53.92, from which a TXDOT Type I concrete monument found on the south right-of-way line of said FM 2243, bears along a curve to the right an arc distance of 750.78 feet, having a radius of 1,105.92 feet, a central angle of 38°53'48" and a chord which bears S 85°29'31" E a distance of 736.45 feet;

THENCE, departing the southeast right-of-way line of said FM 2243, over and across said CSM-Mason Tract, S 06°29'15" W a distance of 215.29 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an interior corner of the herein described tract, 283.86 feet left of FM 2243 baseline station 227+58.10;

THENCE, continuing over and across said CSM-Mason Tract, S 82°24'01" E a distance of 1,288.63 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the fenced and occupied north line of said CSM-Mason remainder Tract and the south right-of-way line of Georgetown and Leander Public Road (right-of-way varies) (unimproved) (no deed of record found) as referenced in Deed recorded in Volume 147, Page 112 of the Deed Records of Williamson County, Texas, for an angle point, 254.49 feet left of FM 2243 baseline station 240+76.14;

THENCE, with the fenced and occupied north line of said CSM-Mason remainder Tract and the south right-of-way line of said Georgetown and Leander Public Road, S 68°45'06" E a distance of 11.60 feet to an 18-inch cedar fence post found for an angle point, 250.51 feet left of FM 2243 baseline station 240+87.62;

THENCE, continuing with the fenced and occupied north line of said CSM-Mason remainder Tract and the south right-of-way line of said Georgetown and Leander Public Road, S 82°27'50" E a distance of 23.43 feet to a 10-inch cedar fence post found for an angle point, 247.82 feet left of FM 2243 baseline station 241+12.12;

THENCE, continuing with the fenced and occupied north line of said CSM-Mason remainder Tract and the south right-of-way line of said Georgetown and Leander Public Road, S 87°48'47" E a distance of 41.95 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the beginning of a non-tangent curve to the left, 246.63 feet left of FM 2243 baseline station 241+56.28;

THENCE, departing the south right-of-way line of said Georgetown and Leander Public Road, over and across said CSM-Mason Tract, along said curve to the left, an arc distance of 380.49 feet, having a radius of 3,933.00 feet, a central angle of 05°32'35" and a chord which bears S 89°51'04" E a distance of 380.34 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the north line of said CSM-Mason remainder Tract and the south right-of-way line of said FM 2243, for the beginning of a non-tangent curve to the left, 232.47 feet left of FM 2243 baseline station 245+55.54;

THENCE, with the north line of said CSM-Mason remainder Tract and the south right-of-way line of said FM 2243, along said curve to the left, an arc distance of 139.48 feet, having a radius of 1,472.39 feet, a central angle of 05°25'39" and a chord which bears S 88°43'50" E a distance of 139.42 feet to a TXDOT Type I concrete monument found for an angle point;

THENCE, continuing with the north line of said CSM-Mason remainder Tract and the south right-of-way line of said FM 2243, N 88°35'53" E a distance of 472.90 feet to a TXDOT Type I concrete monument found for the beginning of a non-tangent curve to the left;

THENCE, continuing with the north line of said CSM-Mason remainder Tract and the south right-of-way line of said FM 2243, along said curve to the left, an arc distance of 235.50 feet, having a radius of 1,949.86 feet, a central angle of 06°55'13" and a chord which bears N 85°06'39" E a distance of 235.36 feet to the **POINT OF BEGINNING** and containing 36.029 acres of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

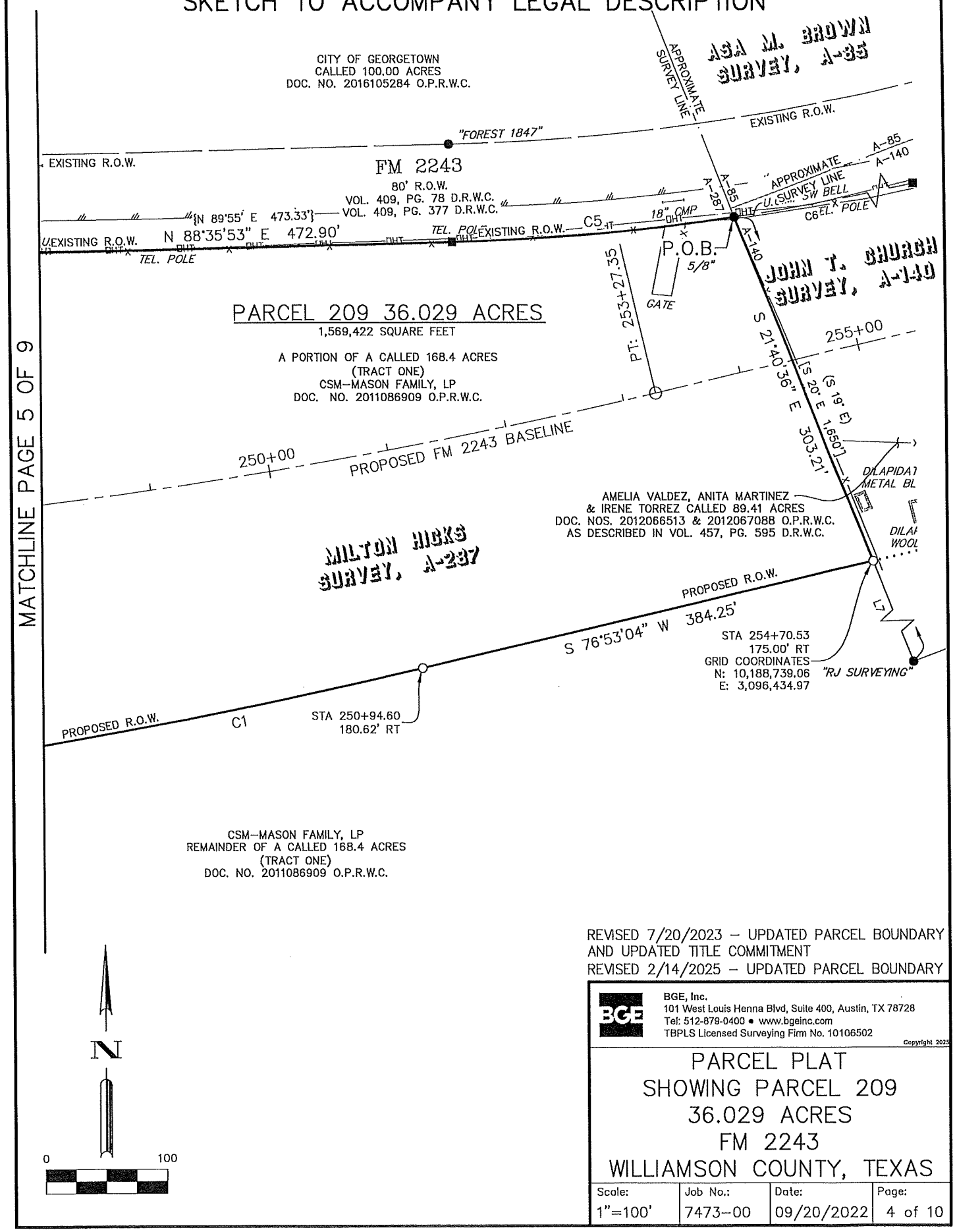
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

02/14/2025
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106500

Client:	Williamson County
Date:	September 20, 2022
Revised	February 14, 2025
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY AND UPDATED TITLE COMMITMENT
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY

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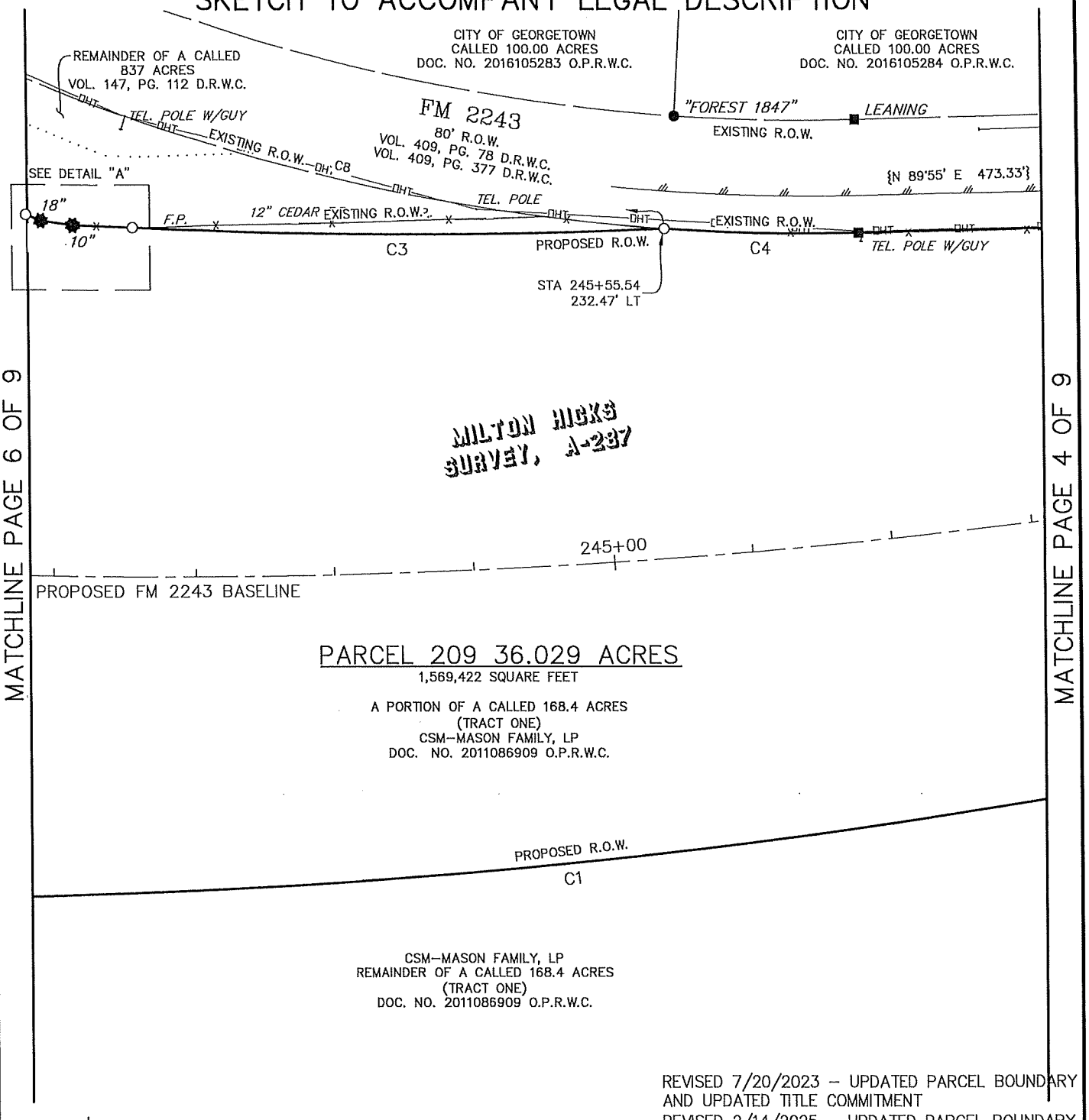
PARCEL PLAT SHOWING PARCEL 209 36.029 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	4 of 10

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



PARCEL 209 36.029 ACRES

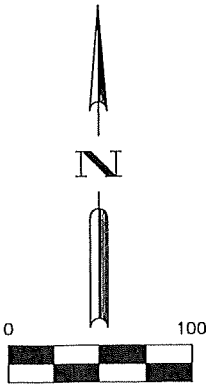
1,569,422 SQUARE FEET

A PORTION OF A CALLED 168.4 ACRES
(TRACT ONE)
CSM-MASON FAMILY, LP
DOC. NO. 2011086909 O.P.R.W.C.

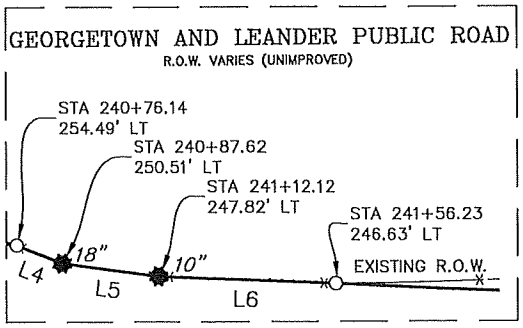
PROPOSED R.O.W.
C1

CSM-MASON FAMILY, LP
REMAINDER OF A CALLED 168.4 ACRES
(TRACT ONE)
DOC. NO. 2011086909 O.P.R.W.C.

REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY AND UPDATED TITLE COMMITMENT
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY



DETAIL "A" N.T.S.



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1"=100'	7473-00	09/20/2022	5 of 10

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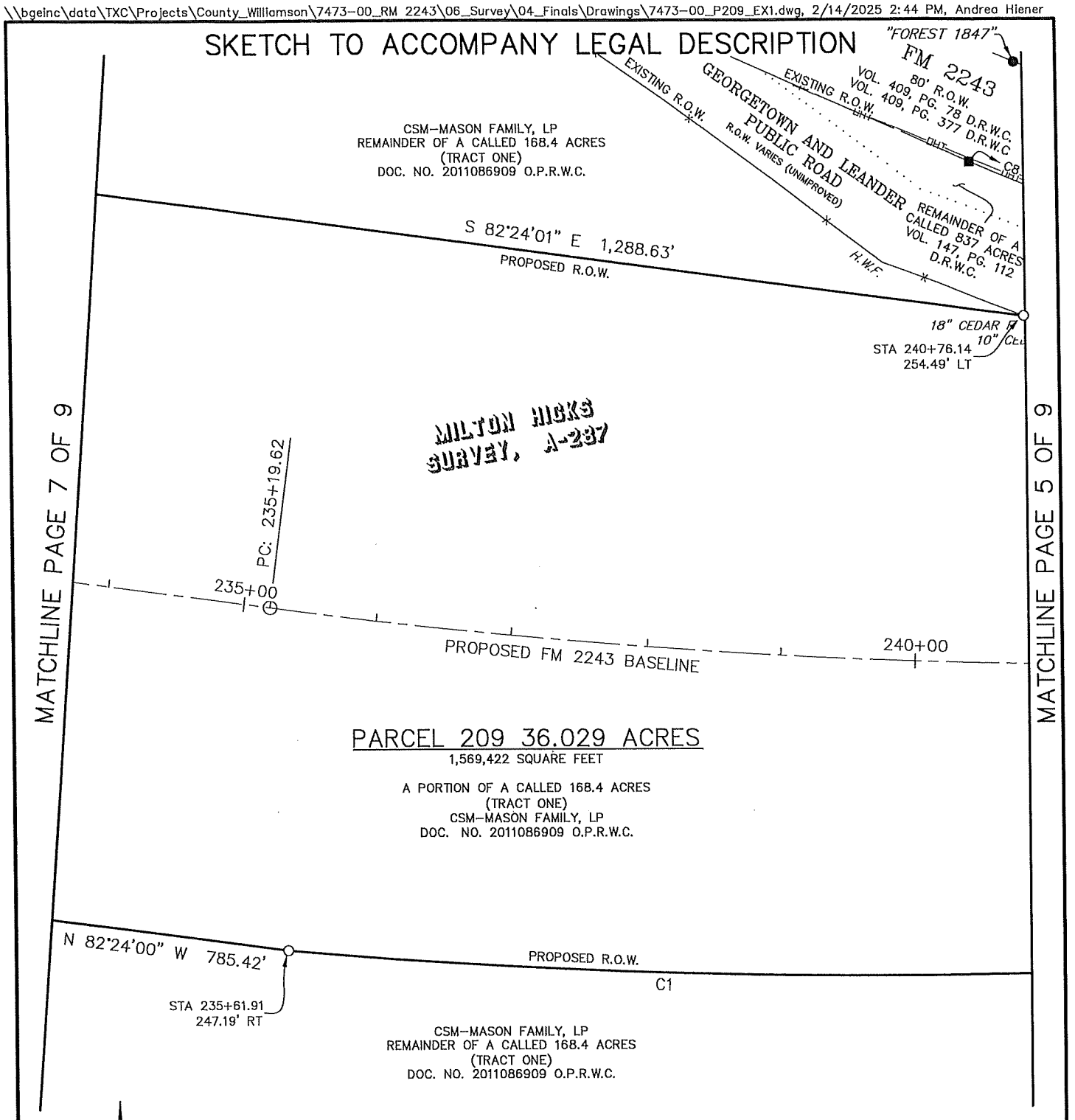

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PARCEL PLAT
SHOWING PARCEL 209
36.029 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	6 of 10

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

FM 2243
80' R.O.W.
U.C.M. ATT

POLE U.C.M. ATT

STA 227+53.92
499.12' LT

40'x100' CHANNEL EASEMENT
VOL. 409, PG. 379
D.R.W.C.
10.2

CSM-MASON FAMILY, LP
REMAINDER OF A CALLED 168.4 ACRES
(TRACT ONE)
DOC. NO. 2011086909 O.P.R.W.C.

PROPOSED R.O.W.

S 06°29'15" W
215.29'

50'x150' CHANNEL EASEMENT
VOL. 409, PG. 379
D.R.W.C.
10.2

PROPOSED DRAINAGE EASEMENT

S 82°24'01" E 1,288.63'

PROPOSED R.O.W.

STA 227+58.10
283.86' LT

MILTON HICKS SURVEY, A-287

MATCHLINE PAGE 8 OF 9

MATCHLINE PAGE 6 OF 9

230+00

PROPOSED FM 2243 BASELINE

PARCEL 209 36.029 ACRES

1,569,422 SQUARE FEET

A PORTION OF A CALLED 168.4 ACRES
(TRACT ONE)
CSM-MASON FAMILY, LP
DOC. NO. 2011086909 O.P.R.W.C.

N 85°48'08" W
187.82'

STA 227+78.58
247.00' RT

PROPOSED R.O.W.

N 82°24'00" W 785.42'

CSM-MASON FAMILY, LP
REMAINDER OF A CALLED 168.4 ACRES
(TRACT ONE)
DOC. NO. 2011086909 O.P.R.W.C.

N

0 100

REVISED 7/20/2023 - UPDATED PARCEL BOUNDARY AND UPDATED TITLE COMMITMENT
REVISED 2/14/2025 - UPDATED PARCEL BOUNDARY

BGE, Inc.
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Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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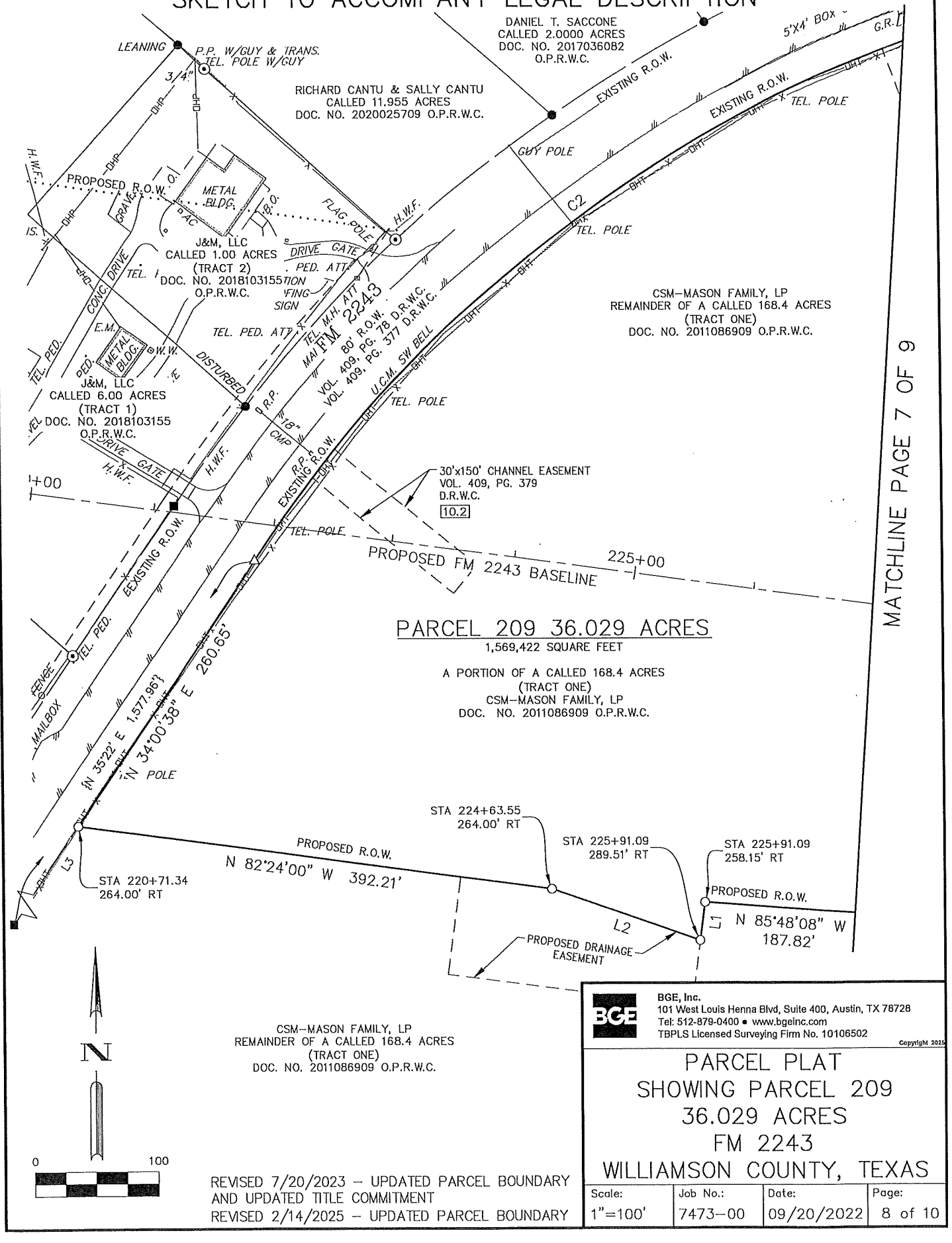
PARCEL PLAT SHOWING PARCEL 209 36.029 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	7 of 10

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY AND UPDATED TITLE COMMITMENT
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY

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PARCEL PLAT
SHOWING PARCEL 209
36.029 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	8 of 10

LEGEND

CMP	CORRUGATED METAL PIPE
C.O.	CLEAN OUT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.M.	ELECTRIC METER
F.P.	FENCE POST
M.H.	MANHOLE
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
R.P.	REFLECTOR POST
R.W.	RETAINING WALL
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.W.	WATER WELL
( )	RECORD INFO FOR DOC. NO. 2011086909 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. VOL. 457, PG. 595 D.R.W.C.
{ }	RECORD INFO FOR TXDOT FM 2243 R.O.W. MAP DATED MAY 1955 & VOL. 409, PG. 377 D.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
■	FOUND TDDOT TYPE I CONCRETE MONUMENT
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
✸	CEDAR FENCE POST
⊙	FOUND 3/8" IRON PIPE (UNLESS OTHERWISE NOTED)
——x——	WIRE FENCE
——o——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//	EDGE OF ASPHALT
10.2	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 07°36'00" W	31.36'
L2	N 71°05'21" W	130.07'
L3	S 34°00'38" W	1,317.81'
L4	S 68°45'06" E	11.60'
L5	S 82°27'50" E	23.43'
L6	S 87°48'47" E	41.95'
L7	S 21°40'36" E	1,347.02'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
(L6)	(EAST)	

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	1,600.05'	5,047.00'	18°09'52"	S 85°58'01" W	1,593.36'
C2	792.49'	1,105.92'	41°03'27"	N 54°31'52" E	775.64'
C3	380.49'	3,933.00'	5°32'35"	S 89°51'04" E	380.34'
C4	139.48'	1,472.39'	5°25'39"	S 88°43'50" E	139.42'
C5	235.50'	1,949.86'	6°55'13"	N 85°06'39" E	235.36'
C6	412.62'	1,949.86'	12°07'29"	N 75°35'18" E	411.86'
C7	750.78'	1,105.92'	38°53'48"	S 85°29'31" E	736.45'
C8	511.99'	1,472.39'	19°55'24"	S 76°03'19" E	509.41'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
{C2}		{1,105.92'}			
{C4}		{1,472.39'}			
{C5}		{1,949.86'}			
{C6}		{1,949.86'}			
{C7}		{1,105.92'}			
{C8}		{1,472.39'}			

REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY AND UPDATED TITLE COMMITMENT
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY

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Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 209
36.029 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	9 of 10

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-163580, DATED EFFECTIVE JULY 13, 2023 AND ISSUED ON JULY 20, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10.2 A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION AS DESCRIBED IN VOLUME 409, PAGE 379 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2017015559 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

02/14/2025

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY AND UPDATED TITLE COMMITMENT
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 209
36.029 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	10 of 10

AGREED JUDGMENT
EXHIBIT B-1

EXHIBIT ____

County: Williamson
Parcel: 209D Part 1
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 209D PART 1

METES & BOUNDS DESCRIPTION FOR A 0.334 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 168.4 ACRE TRACT OF LAND AS CONVEYED TO CSM-MASON FAMILY, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2011086909 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.334 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a TXDOT Type I concrete monument found on the southeast right-of-way line of FM 2243 (80 feet wide right-of-way) as dedicated by instruments recorded in Volume 409, Page 78 and Volume 409, Page 377, both of the Deed Records of Williamson County, Texas, and the northwest line of the above described CSM-Mason remainder Tract, from which a 1/2-inch iron rod with cap stamped "Stanley Consultants" found on the southeast right-of-way line of said FM 2243, bears along a curve to the right, an arc distance of 224.86 feet, having a radius of 5,769.58 feet, a central angle of 02°13'59" and a chord which bears S 35°16'39" W a distance of 224.85 feet; Thence, with the southeast right-of-way line of said FM 2243 and the northwest line of said CSM-Mason remainder Tract, N 34°00'38" E a distance of 1,317.81 feet to a calculated point; Thence, departing the southeast right-of-way line of said FM 2243, over and across said CSM-Mason Tract, S 82°24'00" E a distance of 317.59 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,188,678.36, E: 3,093,304.70) for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 264.00 feet right of FM 2243 baseline station 223+88.93;

THENCE, continuing over and across said CSM-Mason Tract, S 82°24'00" E a distance of 74.62 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 264.00 feet right of FM 2243 baseline station 224+63.55;

THENCE, continuing over and across said CSM-Mason Tract, S 71°05'21" E a distance of 130.07 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the northeast corner of the herein described tract, 289.51 feet right of FM 2243 baseline station 225+91.09;

THENCE, continuing over and across said CSM-Mason Tract, S 07°36'00" W a distance of 54.49 feet to a calculated point for the southeast corner of the herein described tract;

THENCE, continuing over and across said CSM-Mason Tract, N 82°24'00" W a distance of 202.16 feet to a calculated point for the southwest corner of the herein described tract;

THENCE, continuing over and across said CSM-Mason Tract, N 07°36'00" E a distance of 80.00 feet to the **POINT OF BEGINNING** and containing 0.334 acre (14,546 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

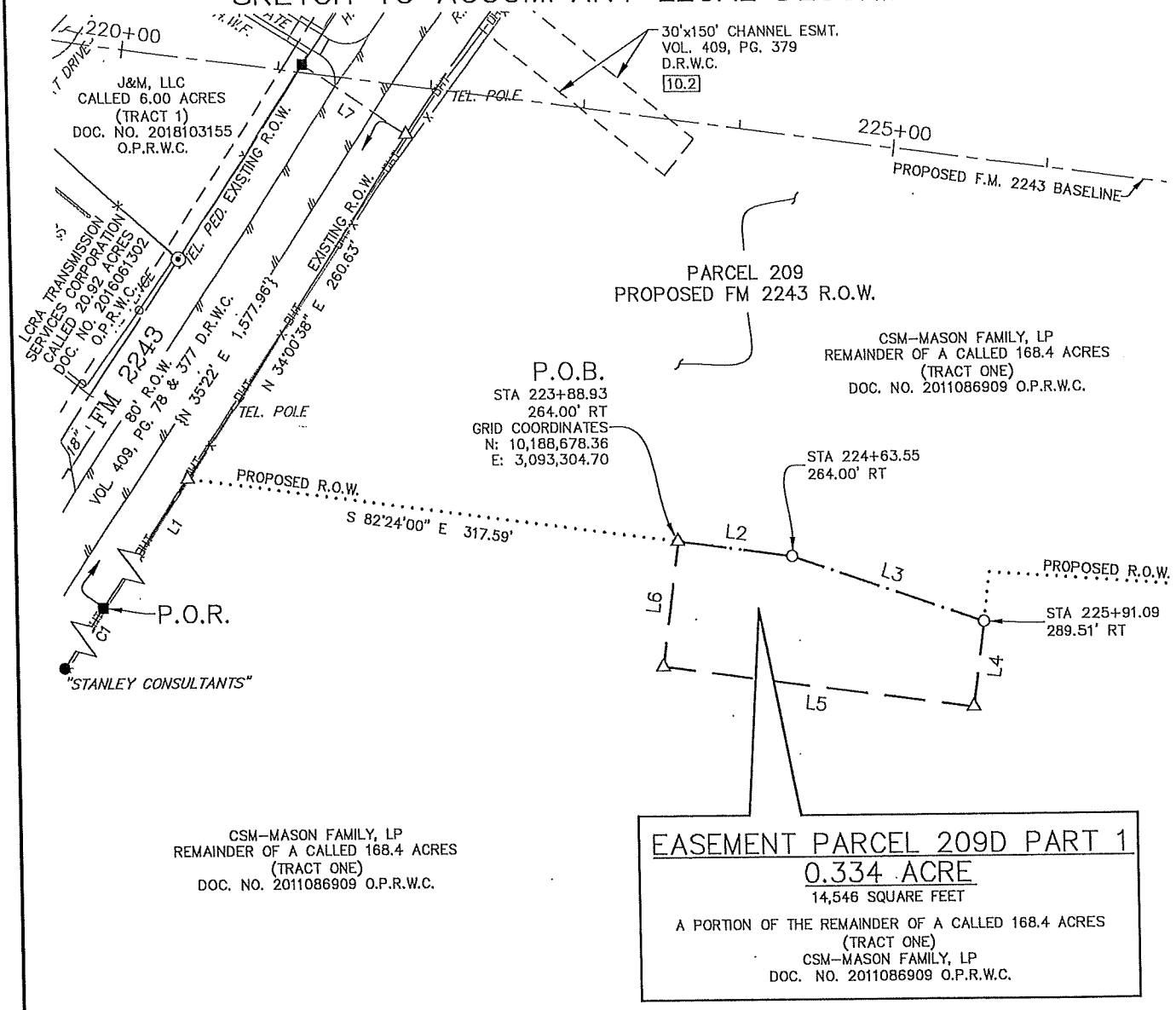
07/20/2023
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	September 20, 2022
Revised:	July 20, 2023
Project Number:	7473-00

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P209D P1_EX1.dwg, 7/20/2023 2:36 PM, Stephen Barger

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



EASEMENT PARCEL 209D PART 1
0.334 ACRE
14,546 SQUARE FEET

A PORTION OF THE REMAINDER OF A CALLED 168.4 ACRES
(TRACT ONE)
CSM-MASON FAMILY, LP
DOC. NO. 2011086909 O.P.R.W.C.

MILTON HICKS SURVEY, A-287

N

0 100

REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY & ADDED TITLE COMMITMENT INFORMATION

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Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING EASEMENT PARCEL 209D P1 0.334 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	3 of 4

LEGEND

B.W.F.	BARBED WIRE FENCE
CMP	CORRUGATED METAL PIPE
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ESMT.	EASEMENT
H.W.F.	HOG WIRE FENCE
N.T.S.	NOT TO SCALE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
TEL.	TELEPHONE
VOL.	VOLUME
{ }	RECORD INFO FOR TXDOT FM 2243 R.O.W. MAP DATED MAY 1955 & VOL. 409, PG. 377 D.R.W.C.
■	FOUND TYPE I TXDOT CONCRETE MONUMENT
⊙	FOUND 3/8" IRON PIPE
●	FOUND 1/2" IRON ROD
O	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——x——	WIRE FENCE
——o——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//——	EDGE OF ASPHALT

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-163580, DATED EFFECTIVE JULY 13, 2023 AND ISSUED ON JULY 20, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10.2 A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION AS DESCRIBED IN VOLUME 409, PAGE 379 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2017015559 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

07/20/2023

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 34°00'38" E	1,317.81'
L2	S 82°24'00" E	74.62'
L3	S 71°05'21" E	130.07'
L4	S 07°36'00" W	54.49'
L5	N 82°24'00" W	202.16'
L6	N 07°36'00" E	80.00'
L7	N 55°59'22" W	80.00'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	224.86'	5,769.58'	2°13'59"	S 35°16'39" W	224.85'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
{C1}		{5,769.58'}			

REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY & ADDED TITLE COMMITMENT INFORMATION

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PARCEL PLAT SHOWING EASEMENT PARCEL 209D P1 0.334 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	4 of 4

AGREED JUDGMENT
EXHIBIT B-2

EXHIBIT ____

County: Williamson
Parcel: 209D Part 2
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 209D PART 2

METES & BOUNDS DESCRIPTION FOR A 0.099 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 168.4 ACRE TRACT OF LAND AS CONVEYED TO CSM-MASON FAMILY, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2011086909 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.099 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a TXDOT Type I concrete monument found on the south right-of-way line of said FM 2243 (80 feet wide right-of-way) as dedicated by instruments recorded in Volume 409, Page 78 and Volume 409, Page 377, both of the Deed Records of Williamson County, Texas, and on the north line of the above described CSM-Mason remainder Tract; Thence, with the south right-of-way line of said FM 2243 and the north line of said CSM-Mason remainder Tract, along a curve to the left, an arc distance of 750.78 feet, having a radius of 1,105.92 feet, a central angle of 38°53'48" and a chord which bears N 85°29'31" W a distance of 736.45 feet to a set 1/2-inch iron rod with cap stamped "WILCO ROW 5777"; Thence, departing the south right-of-way line of said FM 2243, over and across said CSM-Mason Tract, S 06°29'15" W a distance of 155.54 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,189,231.89, E: 3,093,749.77) for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 343.60 feet left of FM 2243 baseline station 227+56.94;

THENCE, continuing over and across said CSM-Mason Tract, S 83°30'45" E a distance of 13.00 feet to a calculated angle point;

THENCE, continuing over and across said CSM-Mason Tract, S 37°57'23" E a distance of 57.11 feet to a calculated angle point;

THENCE, continuing over and across said CSM-Mason Tract, S 82°24'01" E a distance of 96.29 feet to a calculated point for the northeast corner of the herein described tract;

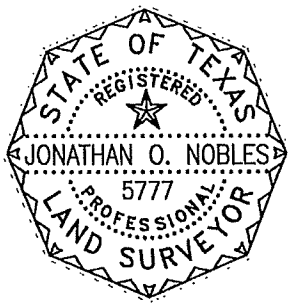
THENCE, continuing over and across said CSM-Mason Tract, S 07°35'59" W a distance of 20.00 feet to a calculated point for the southeast corner of the herein described tract, 283.86 feet left of FM 2243 baseline station 229+07.00;

THENCE, continuing over and across said CSM-Mason Tract, N 82°24'01" W a distance of 148.90 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the southwest corner of the herein described tract, 283.86 feet left of FM 2243 baseline station 227+58.10;

THENCE, continuing over and across said CSM-Mason Tract, N 06°29'15" E a distance of 59.75 feet to the **POINT OF BEGINNING** and containing 0.099 acre (4,300 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

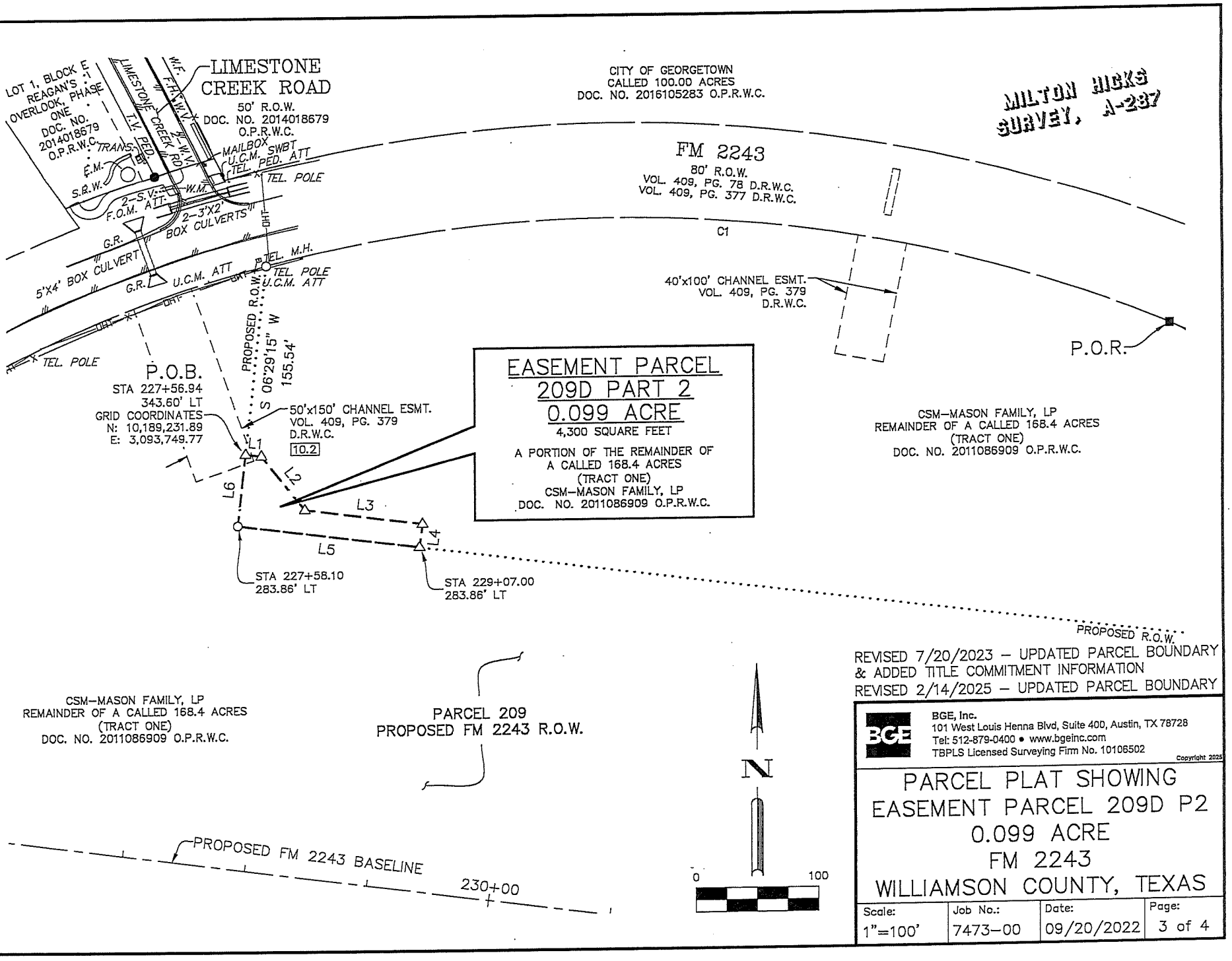
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.



02/14/2025
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106500

Client:	Williamson County
Date:	September 20, 2022
Revised:	February 14, 2025
Project Number:	7473-00



REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY & ADDED TITLE COMMITMENT INFORMATION
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY

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PARCEL PLAT SHOWING
EASEMENT PARCEL 209D P2
0.099 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	3 of 4

\\bgeinc\data\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P209D P2_EX1.dwg, 2/14/2025 2:47 PM, Andrea Hiener

\\bgeinc\data\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P209D P2_EX1.dwg, 2/14/2025 2:47 PM, Andrea Hiener

LEGEND

DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.M.	ELECTRIC METER
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.R.	GUARD RAIL
M.H.	MANHOLE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
S.R.W.	STONE RETAINING WALL
S.V.	SPRINKLER VALVE
TEL.	TELEPHONE
TRANS.	TRANSFORMER
T.V.	TELEVISION
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.M.	WATER METER
W.W.	WATER WELL
{ }	RECORD INFO FOR TXDOT FM 2243 R.O.W. MAP DATED MAY 1955 & VOL. 409, PG. 377 D.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
■	FOUND TYPE I TXDOT CONCRETE MONUMENT
O	SET 1/2-INCH IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——x——	WIRE FENCE
——OHT——	OVERHEAD TELEPHONE
——///	EDGE OF ASPHALT

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-163580, DATED EFFECTIVE JULY 13, 2023 AND ISSUED ON JULY 20 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10.2 A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION AS DESCRIBED IN VOLUME 409, PAGE 379 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2017015559 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	750.78'	1,105.92'	38°53'48"	N 85°29'31" W	736.45'

RECORD CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
{C1}		{1,105.92'}			

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S 83°30'45" E	13.00'
L2	S 37°57'23" E	57.11'
L3	S 82°24'01" E	96.29'
L4	S 07°35'59" W	20.00'
L5	N 82°24'01" W	148.90'
L6	N 06°29'15" E	59.75'

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. There are no visible encroachments, except as shown hereon.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

02/14/2025

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY & ADDED TITLE COMMITMENT INFORMATION
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT SHOWING EASEMENT PARCEL 209D P2
0.099 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	4 of 4

AGREED JUDGMENT
EXHIBIT C

NONEXCLUSIVE DRAINAGE EASEMENT
Hero Way

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That **CSM-MASON FAMILY, LP** ("Grantor"), under threat of a pending condemnation proceeding and in partial settlement of such proceeding, without warranty of title, and subject to the exceptions, reservations, and limitations herein, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor, receipt of which consideration is hereby acknowledged, grants and conveys to **WILLIAMSON COUNTY, TEXAS** ("Grantee") and its Permitted Assigns (as defined below) a nonexclusive, perpetual easement interest in, on, over, upon and across the following property (the "Easement Areas"):

Part One
All of that certain 0.334-acre tract of land out of the Milton Hicks Survey, Abstract No. 287, Williamson County, Texas, being further described by metes and bounds in Exhibit "B-1" attached hereto and incorporated herein (Parcel 209D1); and

Part Two
All of that certain 0.099-acre tract of land out of the Milton Hicks Survey, Abstract No. 287, Williamson County, Texas, being further described by metes and bounds in Exhibit "B-2" attached hereto and incorporated herein (Parcel 209D2); and

The easement rights herein granted shall be used solely for the purposes of: (i) opening, constructing, and maintaining a permanent drainage way and/or channel, along with any related structures, pipes and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities across, upon, in, and along the Easement Areas; and (ii) the right and privilege at all times of the Grantee and Grantee's agents, employees, and representatives of ingress and egress across the Easement Areas for the purpose of making any improvements, modifications or repairs which Grantee deems necessary and related to the purposes set forth in (i) above.

The easement rights herein granted shall also include the right of Grantee to trim, cut, fell and remove from the Easement Areas all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Easement Areas, but only such as necessary to carry out the purposes of the easement rights set out above.

Grantor reserves to itself and its successors and assigns all rights to make use of the Easement Areas that do not unreasonably interfere with the easement rights and purposes granted to Grantee herein. Without limiting the foregoing, Grantor can cross the Easement Areas with

driveways, roads, sidewalks, alleys, trails and utilities and install other improvements that do not unreasonably interfere with the easement rights and purposes granted to Grantee herein, all subject to Grantee's approval, which approval will not be unreasonably conditioned, delayed, or denied.

GRANTEE REPRESENTS AND AGREES THAT GRANTEE IS TAKING ITS RIGHTS IN THE EASEMENT AREAS "AS IS, WHERE IS AND WITH ALL FAULTS" AND WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EASEMENT PROPERTY, GRANTOR'S REMAINING PROPERTY, OR ACCESS THERETO, WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE. GRANTEE DISCLAIMS ANY WARRANTIES AND REPRESENTATIONS, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE, REGARDING THE SUITABILITY OF THE EASEMENT PROPERTY FOR GRANTEE'S INTENDED USES, AND GRANTEE REPRESENTS AND WARRANTS TO GRANTOR THAT GRANTEE IS RELYING SOLELY ON ITS OWN INDEPENDENT INSPECTIONS TO DETERMINE SUCH SUITABILITY. Grantee expressly acknowledges and agrees that: (i) dangerous conditions, risks and hazards may exist on the Easement Areas, including, but not limited to uneven terrain, holes, snakes, dangerous wildlife, trespassers, and livestock; and (ii) entry on to the Easement Areas exposes Grantee and Grantee's agents, representatives, employees, contractors, and subcontractors and property, to the dangers and perils associated thereon including personal injury, property damage, and even death. Prior to commencing any work on, in, under, and/or through the Easement Areas, Grantee shall complete a proper inspection and survey to locate all existing pipelines, oil and gas infrastructure, utilities, and all other surface and subsurface improvements (collectively "Other Facilities") in or near the Easement Areas and to avoid any interference with such Other Facilities. Without limiting the foregoing, Grantee waives all claims against Grantor for any unknown or subsurface conditions and assumes liability therefor.

To the extent allowed by law, Grantee shall indemnify Grantor, and Grantor's partners, representatives, successors, and assigns, against any loss and damage which shall be caused by the exercise of the easement rights herein granted and for any wrongful or negligent act or omission of Grantee's agents or Grantee's employees acting in the course of their employment with Grantee. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted scope of this easement.

Grantee may assign this easement agreement to the State of Texas or to any other governmental entity that will operate and maintain the drainage improvements permitted by this Easement Agreement ("Permitted Assigns"), provided, however, any such assignment will not relieve Grantee of any responsibility for acts or omissions occurring before such assignment. By accepting an assignment of this Easement Agreement, the assignees agree to be bound by the terms of this Easement Agreement.

This grant is made without warranty of title of any kind (express, implied, statutory, or arising by use of any word or phrase) and is made subject to: (i) any easements, restrictions,

reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Easement Areas; and (ii) visible and apparent encumbrances whether or not of record. The easement rights granted to Grantee herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the Easement Areas that unreasonably interfere with the purpose or function of any improvements or modifications placed in the Easement Areas in accordance with the terms of this Easement Agreement or the maintenance of the surface of the Easement Areas by Grantor for the conveyance of stormwater drainage in accordance with the terms of this Easement Agreement, without the express written consent of Grantee, which consent shall not be unreasonably withheld, delayed, or conditioned.

EXECUTED on this the ___ day of _____, 2025.

GRANTOR CSM-MASON FAMILY, LP

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 202___ by {name}, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

GRANTEE WILLIAMSON COUNTY, TEXAS

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 202___ by {name}, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

EXHIBIT ____

County: Williamson
Parcel: 209D Part 1
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 209D PART 1

METES & BOUNDS DESCRIPTION FOR A 0.334 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 168.4 ACRE TRACT OF LAND AS CONVEYED TO CSM-MASON FAMILY, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2011086909 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.334 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a TXDOT Type I concrete monument found on the southeast right-of-way line of FM 2243 (80 feet wide right-of-way) as dedicated by instruments recorded in Volume 409, Page 78 and Volume 409, Page 377, both of the Deed Records of Williamson County, Texas, and the northwest line of the above described CSM-Mason remainder Tract, from which a 1/2-inch iron rod with cap stamped "Stanley Consultants" found on the southeast right-of-way line of said FM 2243, bears along a curve to the right, an arc distance of 224.86 feet, having a radius of 5,769.58 feet, a central angle of 02°13'59" and a chord which bears S 35°16'39" W a distance of 224.85 feet; Thence, with the southeast right-of-way line of said FM 2243 and the northwest line of said CSM-Mason remainder Tract, N 34°00'38" E a distance of 1,317.81 feet to a calculated point; Thence, departing the southeast right-of-way line of said FM 2243, over and across said CSM-Mason Tract, S 82°24'00" E a distance of 317.59 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,188,678.36, E: 3,093,304.70) for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 264.00 feet right of FM 2243 baseline station 223+88.93;

THENCE, continuing over and across said CSM-Mason Tract, S 82°24'00" E a distance of 74.62 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 264.00 feet right of FM 2243 baseline station 224+63.55;

THENCE, continuing over and across said CSM-Mason Tract, S 71°05'21" E a distance of 130.07 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the northeast corner of the herein described tract, 289.51 feet right of FM 2243 baseline station 225+91.09;

THENCE, continuing over and across said CSM-Mason Tract, S 07°36'00" W a distance of 54.49 feet to a calculated point for the southeast corner of the herein described tract;

THENCE, continuing over and across said CSM-Mason Tract, N 82°24'00" W a distance of 202.16 feet to a calculated point for the southwest corner of the herein described tract;

THENCE, continuing over and across said CSM-Mason Tract, N 07°36'00" E a distance of 80.00 feet to the **POINT OF BEGINNING** and containing 0.334 acre (14,546 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

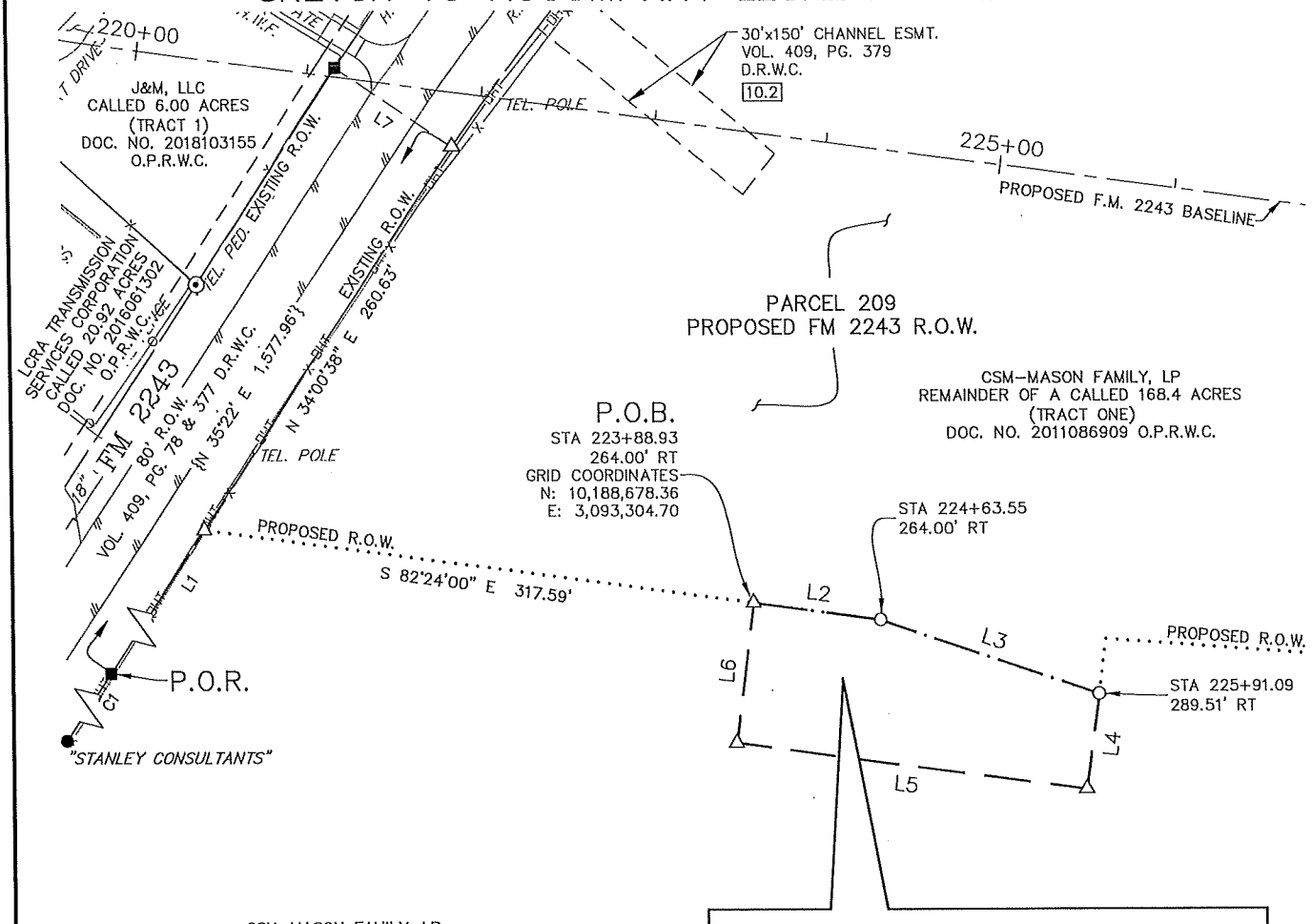
07/20/2023
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	September 20, 2022
Revised:	July 20, 2023
Project Number:	7473-00

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P209D P1_EX1.dwg, 7/20/2023 2:36 PM, Stephen Barger

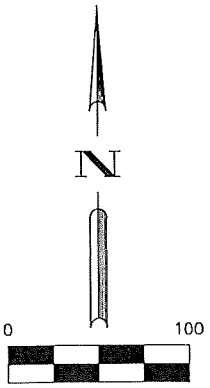
SKETCH TO ACCOMPANY LEGAL DESCRIPTION



EASEMENT PARCEL 209D PART 1
0.334 ACRE
14,546 SQUARE FEET

A PORTION OF THE REMAINDER OF A CALLED 168.4 ACRES
(TRACT ONE)
CSM-MASON FAMILY, LP
DOC. NO. 2011086909 O.P.R.W.C.

MILTON HICKS SURVEY, A-287



REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY & ADDED TITLE COMMITMENT INFORMATION

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
Copyright 2023

PARCEL PLAT SHOWING
EASEMENT PARCEL 209D P1
0.334 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	3 of 4

LEGEND

B.W.F.	BARBED WIRE FENCE
CMP	CORRUGATED METAL PIPE
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ESMT.	EASEMENT
H.W.F.	HOG WIRE FENCE
N.T.S.	NOT TO SCALE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
TEL.	TELEPHONE
VOL.	VOLUME
{ }	RECORD INFO FOR TXDOT FM 2243 R.O.W. MAP DATED MAY 1955 & VOL. 409, PG. 377 D.R.W.C.
■	FOUND TYPE I TXDOT CONCRETE MONUMENT
⊙	FOUND 3/8" IRON PIPE
●	FOUND 1/2" IRON ROD
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——x——	WIRE FENCE
——o——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//	EDGE OF ASPHALT

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-163580, DATED EFFECTIVE JULY 13, 2023 AND ISSUED ON JULY 20, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10.2 A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION AS DESCRIBED IN VOLUME 409, PAGE 379 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2017015559 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

07/20/2023

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 34°00'38" E	1,317.81'
L2	S 82°24'00" E	74.62'
L3	S 71°05'21" E	130.07'
L4	S 07°36'00" W	54.49'
L5	N 82°24'00" W	202.16'
L6	N 07°36'00" E	80.00'
L7	N 55°59'22" W	80.00'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	224.86'	5,769.58'	2°13'59"	S 35°16'39" W	224.85'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
{C1}		{5,769.58'}			

REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY & ADDED TITLE COMMITMENT INFORMATION

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING EASEMENT PARCEL 209D P1 0.334 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	4 of 4

EXHIBIT ____

County: Williamson
Parcel: 209D Part 2
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 209D PART 2

METES & BOUNDS DESCRIPTION FOR A 0.099 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 168.4 ACRE TRACT OF LAND AS CONVEYED TO CSM-MASON FAMILY, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2011086909 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.099 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a TXDOT Type I concrete monument found on the south right-of-way line of said FM 2243 (80 feet wide right-of-way) as dedicated by instruments recorded in Volume 409, Page 78 and Volume 409, Page 377, both of the Deed Records of Williamson County, Texas, and on the north line of the above described CSM-Mason remainder Tract; Thence, with the south right-of-way line of said FM 2243 and the north line of said CSM-Mason remainder Tract, along a curve to the left, an arc distance of 750.78 feet, having a radius of 1,105.92 feet, a central angle of 38°53'48" and a chord which bears N 85°29'31" W a distance of 736.45 feet to a set 1/2-inch iron rod with cap stamped "WILCO ROW 5777"; Thence, departing the south right-of-way line of said FM 2243, over and across said CSM-Mason Tract, S 06°29'15" W a distance of 155.54 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,189,231.89, E: 3,093,749.77) for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 343.60 feet left of FM 2243 baseline station 227+56.94;

THENCE, continuing over and across said CSM-Mason Tract, S 83°30'45" E a distance of 13.00 feet to a calculated angle point;

THENCE, continuing over and across said CSM-Mason Tract, S 37°57'23" E a distance of 57.11 feet to a calculated angle point;

THENCE, continuing over and across said CSM-Mason Tract, S 82°24'01" E a distance of 96.29 feet to a calculated point for the northeast corner of the herein described tract;

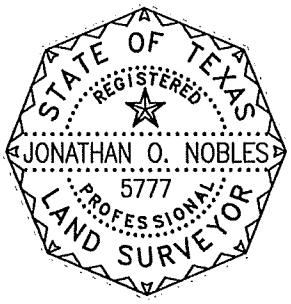
THENCE, continuing over and across said CSM-Mason Tract, S 07°35'59" W a distance of 20.00 feet to a calculated point for the southeast corner of the herein described tract, 283.86 feet left of FM 2243 baseline station 229+07.00;

THENCE, continuing over and across said CSM-Mason Tract, N 82°24'01" W a distance of 148.90 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the southwest corner of the herein described tract, 283.86 feet left of FM 2243 baseline station 227+58.10;

THENCE, continuing over and across said CSM-Mason Tract, N 06°29'15" E a distance of 59.75 feet to the **POINT OF BEGINNING** and containing 0.099 acre (4,300 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

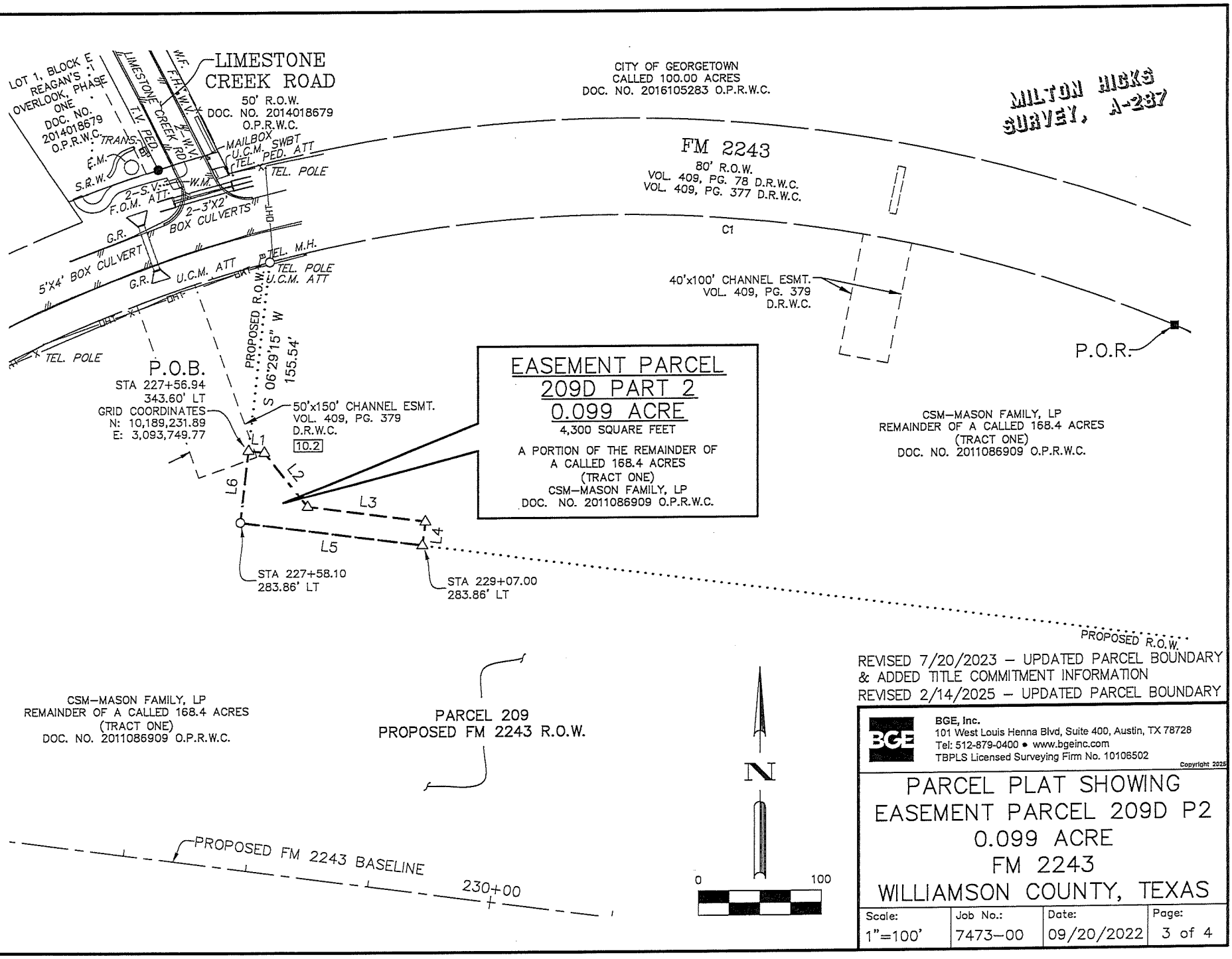
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.



02/14/2025
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106500

Client:	Williamson County
Date:	September 20, 2022
Revised:	February 14, 2025
Project Number:	7473-00



REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY & ADDED TITLE COMMITMENT INFORMATION
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY

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TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 209D P2
0.099 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	3 of 4

\\bgeinc\data\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P209D P2_EX1.dwg, 2/14/2025 2:47 PM, Andrea Hiener

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LEGEND

DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.M.	ELECTRIC METER
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.R.	GUARD RAIL
M.H.	MANHOLE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
S.R.W.	STONE RETAINING WALL
S.V.	SPRINKLER VALVE
TEL.	TELEPHONE
TRANS.	TRANSFORMER
T.V.	TELEVISION
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.M.	WATER METER
W.W.	WATER WELL
{ }	RECORD INFO FOR TXDOT FM 2243 R.O.W. MAP DATED MAY 1955 & VOL. 409, PG. 377 D.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
■	FOUND TYPE I TXDOT CONCRETE MONUMENT
○	SET 1/2-INCH IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——x——	WIRE FENCE
——OHT——	OVERHEAD TELEPHONE
——//——	EDGE OF ASPHALT

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-163580, DATED EFFECTIVE JULY 13, 2023 AND ISSUED ON JULY 20 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10.2 A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION AS DESCRIBED IN VOLUME 409, PAGE 379 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2017015559 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	750.78'	1,105.92'	38°53'48"	N 85°29'31" W	736.45'

RECORD CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
{C1}		{1,105.92'}			

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S 83°30'45" E	13.00'
L2	S 37°57'23" E	57.11'
L3	S 82°24'01" E	96.29'
L4	S 07°35'59" W	20.00'
L5	N 82°24'01" W	148.90'
L6	N 06°29'15" E	59.75'

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. There are no visible encroachments, except as shown hereon.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

02/14/2025

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 7/20/2023 – UPDATED PARCEL BOUNDARY & ADDED TITLE COMMITMENT INFORMATION
REVISED 2/14/2025 – UPDATED PARCEL BOUNDARY

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT SHOWING EASEMENT PARCEL 209D P2 0.099 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/20/2022	4 of 4

Meeting Date: 04/08/2025

Executive Session

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to the proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property: Bud Stockton Dr.
b) Discuss the acquisition of real property for CR 143
c) Discuss the acquisition of real property for County Facilities.
d) Discuss the acquisition of real property for CR 255.
e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
f) Discuss the acquisition of real property for future SH 29 corridor.
g) Discuss the acquisition of right-of-way for Hero Way.
h) Discuss the acquisition of right-of-way for E. Wilco Highway.
i) Discuss the acquisition of right-of-way for Corridor A-2.
j) Discuss the acquisition of right-of-way for Corridor B
k) Discuss the acquisition of right-of-way for Corridor C.
l) Discuss the acquisition of right-of-way for Corridor D.
m) Discuss the acquisition of right-of-way for Corridor E.
n) Discuss the acquisition of right-of-way for Corridor F
o) Discuss the acquisition of right-of-way for Corridor H
p) Discuss the acquisition of right of way for Corridor J.
q) Discuss the acquisition of right of way for Arterial K.
r) Discuss the acquisition of right of way for Corridor I.
s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
t) Discuss the acquisition of right-of-way for CR 313.
u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
v) Discuss the acquisition of right of way for CR 314.
w) Discuss the acquisition of real property for the Seward Junction Loop
x) Discuss the acquisition of real property for CR 110N
y) Discuss the acquisition of real property for CR 175.
z) Discuss the acquisition of real property for Liberty Hill Bypass.
aa) Discuss the acquisition of real property for the Long Range Transportation Plan.
bb) Discuss property located at 9500 Lake Creek Parkway Austin, TX 78717
cc) Discuss the acquisition of real property for Williamson County Justice Center and Corrections Facilities

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
c) Sale of property located 747 County Rd. 138 Hutto, Texas

d) Discuss Blue Springs Blvd. property
e) Discuss potential sale of the Williamson County owned properties within the downtown Georgetown area.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/03/2025 11:28 AM
Form Started By: Charlie Crossfield		Started On: 04/02/2025 12:48 PM
Final Approval Date: 04/03/2025		

Commissioners Court - Regular Session **57.**

Meeting Date: 04/08/2025

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087: Business prospect(s) that may locate or expand within Williamson County.

a) Project Skyfall
b) Project Garden
c) Project School Bus
d) Project Lunch Lady
e) Project Sequoia

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/03/2025 11:28 AM
Form Started By: Charlie Crossfield		Started On: 04/02/2025 12:50 PM
Final Approval Date: 04/03/2025		